United States Court of Appeals

for the Second Circuit

APPENDIX

74-1916

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P/5

IN THE

UNITED STATES COURT OF APPEALS

FOR THE SECOND CIRCUIT

No. 74-1916

THE UNITED STATES JAYCEES, INC.
and NEW YORK STATE JAYCEES, INC.,

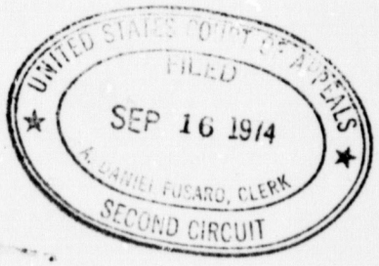
Appellants

versus

THE NEW YORK CITY JAYCEES, INC.,

Appellees

APPEAL FROM THE UNITED STATES DISTRICT
COURT FOR THE SOUTHERN DISTRICT
OF NEW YORK



JOINT APPENDIX

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- X

THE NEW YORK CITY JAYCEES, INC.,

Plaintiff,

-against- 74 Civ. 652 (MIG)

UNITED STATES JAYCEES, INC.
and NEW YORK STATE JAYCEES, INC.,

Defendants.

- X

RELEVANT DOCKET ENTRIES

Date	
Feb. 7, 1974	Complaint filed, Summons issued
Feb.11, 1974	Pltf's affidavits and ORDER TO SHOW CAUSE why a preliminary injunction should not issue filed. Ordered that defendants the U.S. Jaycees, Inc. and N.Y. State Jaycees, Inc., their agents, etc. be restrained from revoking, suspending, rescinding or otherwise invalidating the charter of the pltf; ordered that this order expire within 10 days after entry unless within such time the Order for good cause shown is extended for a like period, or unless the deft's consent that it may be extended for a longer period (no security by pltf)--ret. 2/20/74 at 4 p.m. in Room 1505 - Gurfein, J.

Feb. 11, 1974 Memorandum of United States Jaycees pursuant to direction of court filed.

Feb. 11, 1974 Pltf's memorandum in support of Order to Show Cause filed.

Feb. 11, 1974 Pltf's supplemental brief in support of jurisdiction filed.

Feb. 11, 1974 Pltf's affidavit of James J. Warfield outlining funding filed.

Feb. 11, 1974 Pltf's affidavit of Thomas R. Zirk identifying the parties filed.

Feb. 11, 1974 Pltf's affidavit of James J. Warfield describing service programs filed.

Feb. 11, 1974 Pltf's affidavit of James J. Warfield describing benefits of membership filed.

Feb. 14, 1974 Affidavit of service re Order to Show Cause filed.

Mar. 6, 1974 Summons and Marshals returns filed--Served:
New York State Jaycees, Inc. by Frank Castellano on 2/21/74 (Canastota, New York)
United States Jaycees, Inc. by Ray Roper on 2/19/74 (Tulsa).

Mar. 11, 1974 Stip. and order adj. motion for preliminary injunction to 3/7/74 at 3:30 p.m. in Room 1505 filed and that the temp. restraining order issued by the court on 2/11/74 is ext. by consent to 3/11/74 - Gurfein, J.

Mar. 7, 1974 Hearing on motion to quash held--D.R.--T.R.O. continued, adjourned to 4/9/74 - Gurfein, J.

Apr. 9, 1974 Hearing held and concluded on preliminary injunction--Extended, pending Court Decision--Briefs 2 weeks after transcript. Decision Reserved - Gurfein, Jr.

Apr. 11, 1974	Order filed that the temporary restraining order issued on 2/11/74 is hereby ext. by CONSENT until a final determination by this Court on the motion for a preliminary injunction - Gurfein, J.
Jun. 14, 1974	Deft's memorandum in support of defts' opposition to pltf's motion for preliminary injunction filed.
Jun. 14, 1974	Deft. affidavit of Ray Roper filed.
Jun. 14, 1974	Deft. affidavit of Ray Roper in opposition to pltf's motion for preliminary injunction filed.
Jun. 14, 1974	Brief of the AMICUS CURIAE filed.
Jun. 14, 1974	Plaintiff's post hearing reply brief filed.
Jun. 14, 1974	Posthearing reply brief of defendants and addendum regarding the brief of the Amicus Curiae filed.
Jun. 14, 1974	Plaintiff's supplemental memorandum filed.
Jun. 14, 1974	Transcript of testimony of proceedings of April 9, 1974 filed.
Jun. 14, 1974	Posthearing brief of defendants filed.
Jun. 14, 1974	Defendants' supplemental memorandum in opposition to motion for preliminary injunction filed.
Jun. 14, 1974	Verified AMENDED COMPLAINT filed.
Jun. 14, 1974	OPINION # 40819 and Findings of Fact and conclusions of law filed. For reasons indicated herein, the motion to quash is denied. The motion for a preliminary injunction is granted. It is so ordered - Gurfein, J. m/n.
Jun. 14, 1974	Stip. and order ext. time of motion for preliminary injunction filed (signed on 3/7/74 and delivered to Clerk's office on 6/14/75) - Gurfein, J.

Jun. 28, 1974	Defts. notice of appeal to the USCA from the order granting pltfs. motion for preliminary injunction filed and denying the motion by deft. U.S. Jaycees, Inc. to quash service on thegrounds that the Court lacks jurisdiction in personam entered in this action on June 13, 1974 (copies mailed).
Jul. 18, 1974	Stipulation designating exhibits to be transmitted to USCA filed.
Aug. 6, 1974	Deft's motion (U.S. Jaycees) to quash service of process with memo in support filed.
Aug. 6, 1974	Pltf's memorandum in support of motion for preliminary injunction filed.
Aug. 6, 1974	Memorandum in opposition to deft's motion to quash filed.
Aug. 6, 1974	Supplemental affidavit in support of preliminary injunction filed.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

THE NEW YORK CITY JAYCEES, INC., Plaintiff,	
- against -	AMENDED VERIFIED COMPLAINT
UNITED STATES JAYCEES, INC. and NEW YORK STATE JAYCEES, INC., Defendants.	74 CIV 652 (MIG)

Plaintiff, by its attorneys, Doman, Stuchiner & Beggans, complaining of the defendants, respectfully alleges as follows:

I. JURISDICTION

1. Jurisdiction is based on 28 USC, §1343 and 42 USC, §1981. This action arises under the Fifth and Fourteenth Amendments to the Constitution of the United States of America and jurisdiction is based on 28 USC, §§1331 and 1343 and the matter in controversy exceeds, exclusive of interest and costs, the sum of ten thousand dollars; and under Title 42 USC, §1981; and under Title 42 USC, §2000(d); and under Title 42 USC, §1983; and under the New York State Executive Law, §296.6.

II. VENUE

2. Venue is proper pursuant to 28 USC, §1391 amd 1392.

III. PARTIES

3. Plaintiff is a corporation duly incorporated under the laws of the State of New York and having its principal office in the Borough of Manhattan, City, County and State of New York.

4. Upon information and belief, the defendant United States Jaycees, Inc. is a corporation duly organized under the laws of the State of Missouri and having its principal offices at Tulsa, Oklahoma.

5. The defendant New York State Jaycees, Inc. is a corporation duly organized under the laws of the State of New York and having its principal offices at Canastota, New York.

6. The plaintiff corporation is a non-profit, civic organization which is organized for the following purposes: to provide to young people of the area leadership training; to promote civic interest in the affairs of the community and to operate for various charitable and educational purposes.

7. Upon information and belief, the defendant United States Jaycees, Inc. is a non-profit corporation organized for educational and charitable purposes and whose primary function is that of creating and fostering the growth of member organizations with similar purposes throughout the nation and the world.

8. Upon information and belief, the defendant New York State Jaycees, Inc. is a non-profit corporation organized for educational charitable and civic purposes and functions primarily to create and foster the growth of member organizations of similar purposes throughout New York State.

9. At all relevant times hereinafter mentioned, the plaintiff organization is and was affiliated with both defendant organizations.

IV. STATEMENT OF THE FACTS UPON WHICH THE CLAIMS OF PLAINTIFF AGAINST DEFENDANTS ARE FOUNDED

10. Prior to May 31, 1973, the by-laws of the plaintiff corporation allowed as an active member of the plaintiff organization young men of good moral character and reputation, between the ages of 18 and 36. This by-law was interpreted to cause the exclusion of an otherwise qualified female applicant.

11. On or about May 18, 1971, the first proposal to amend said by-law was brought to the Board of Directors of the

plaintiff corporation. The proposed amendment would strike the word "men" and substitute "people" in its stead.

12. The proposed by-law amendment was finally acted upon by a special membership meeting on May 31, 1973 and was passed.

13. Prior to the final passage of the above mentioned by-law change, plaintiff was notified orally and in writing by the Office of the Attorney General of the State of New York that failure to pass the proposed by-law with the result being continued exclusion of women members, would be subject to prosecution for being in violation of New York State Executive Law 296.6.

14. On or about June 1, 1973, the dues checks of the first women admitted to full membership were accepted and the women were sworn in as full members.

15. On or about August 31, 1973, plaintiff submitted to defendant United States Jaycees, Inc. the dues payment which included monies from the women members.

16. On or about October 1, 1973, defendant United States Jaycees, Inc. notified plaintiff's President that the dues would not be accepted unless written verification stating all members were male was forwarded to defendant United States Jaycees, Inc.

17. Since that time, the dues have been accepted by both defendants and upon information and belief, plaintiff's women members have been listed as "associates".

18. On October 10, 1973, plaintiff received a notice that they were in violation of the by-laws of United States Jaycees, Inc. which prohibited active membership for women. Plaintiff is ordered to show cause at the Executive Board of Directors meeting on February 16, 1974 why plaintiff's charter should not be revoked.

V. NECESSITY FOR SEEKING INJUNCTIVE RELIEF

19. Plaintiff New York City Jaycees, Inc. brings this action to enjoin the defendants, acting jointly or individually, from revoking the charter of the plaintiff corporation.

20. Plaintiff has attempted to resolve this controversy within the administrative structure of the defendant organizations, and further action within this structure would be futile.

21. Plaintiff will suffer immediate and irreparable injury if defendants are not restrained and enjoined from revoking the charter of the plaintiff.

VI. AS AND FOR A FIRST CAUSE OF ACTION

22. Plaintiff repeats and realleges each and every allegation of paragraph "1" through "21" of the Complaint as if fully set forth herein.

23. The defendants are civic organization which receive directly or indirectly federal monies used to carry out various projects of civic and educational activities.

24. The by-laws of both defendants are discriminatory on their face in that they attempt to exclude from membership persons of the female sex.

25. In addition to the civic and economic programs of the defendant organizations, membership in said organizations is designed to foster leadership and executive ability and said function is recognized by the business community.

26. Said discrimination based solely on sex, deprives women of equal opportunity for training, education, promotion and advancement and compensation in that their being excluded from membership in said organizations deprives them of obtaining qualifications and training necessary for promotion, advancement and compensation available to males.

27. Plaintiff alleges that the sexually discriminatory practices of the defendant organizations are in violation of the rights of females to fair and equal opportunity to employment and promotion based upon the education and training of the defendant organizations and as such discriminatory practices are forbidden by (a) the Fifth and Fourteenth Amendments of the United States Constitution, (b) 42 USC, §2000(d), which prohibits exclusion from the benefits or programs receiving Federal financial assistance and (c) 42 USC, §1981 which provides for equal rights for all persons under the laws of the United States.

28. Plaintiff alleges that defendants have attempted and will attempt to force plaintiff to violate the laws cited in Paragraph 27, and further if plaintiff refuses to violate said laws, defendants will, actining jointly or individually, revoke the charter of the plaintiff corporation.

VII. AS AND FOR A SECOND CAUSE OF ACTION

29. Plaintiff repeats and realleges each and every allegation contained in Paragraph "1" through "21" and "23" through "28" of the Complaint as if fully set forth herein.

30. Defendant organizations, through their control and direction both over specific civic and business programs as well as over the coordination of such programs on the state and national levels have achieved a unique and special status beyond that of a mere private organization in that participation by individuals in such programs is crucial to the business advancement of such individuals in private business and government employment.

31. Said unique and special status is acknowledged and confirmed by the fact that government entities on the federal, state and municipal level employ the structure and services of defendants and plaintiff to implement public policies and programs, advancing general business interests.

32. Said unique and special status is further confirmed by the fact that membership and participation in the activities of defendants and plaintiff are, as a practical matter, essential to the identification and advancement of business leaders in the public and private sector, by their contact with officials of the business community and those governmental organizations supervising, assisting or promoting the interests and activities of such business community.

33. By virtue of the foregoing, defendant organizations may and should be considered quasi-public entities, operating in various forms and activities under the direction, guidance and/or sanction of the federal, state and municipal governments. Defendant organizations are, therefore, precluded and estopped, both in fact and as a matter of public policy, from asserting an immunity to practice sex discrimination on the ground of private organization status.

34. The aforesaid acts and threatened acts of defendants are in consequence thereof in direct and flagrant violation of the applicable federal constitutional provisions and the said federal and state statutes.

35. Plaintiff alleges that if the defendants are not restrained or enjoined by this Court, the plaintiff will suffer great and irreparable injury and damages in excess of $10,000 in that the plaintiff will be deprived of its corporate charter and its very corporate existence under its present name and style will be destroyed.

VIII. AS AND FOR A THIRD CAUSE OF ACTION

36. This cause of action arises under New York State Executive Law, §296.6.

37. Jurisdiction of this claim is conferred on this Court by virtue of its powers of pendent jurisdiction.

38. Plaintiff repeats and realleges each and every allegation contained in Paragraph "1" through "21" and "23" through "28" and "30" through "35" of the Complaint as if fully set forth herein.

39. Plaintiff believes that under New York State Executive Law, §296.6, plaintiff is prohibited from excluding persons from membership solely on the basis of sex.

40. Plaintiff contends that defendants' threat to revoke their charter unless they exclude women places it in the untenable position of choosing between loss of its corporate charter or placing itself in violation of state law.

41. Plaintiff alleges that defendants are conspiring to force plaintiff to violate the laws of the State of New York.

42. Plaintiff alleges that if the defendants are not restrained or enjoined by this Court, the plaintiff will suffer great and irreparable injury in that the plaintiff will be deprived of its corporate charter and its very corporate existence under its present name and style will be destroyed.

43. Plaintiff has no adequate remedy at law.

WHEREFORE, plaintiff demands

1. That a permanent injunction issue, restraining and enjoining defendants, and each of them, their agents, servants and employees, and all other persons in active concert or participation

with defendants from revoking, rescinding, suspending or otherwise invalidating the charter of the plaintiff.

3. That plaintiff recover costs of bringing this action, including reasonable attorney's fees.

4. For such other and further relief as may appear to the Court to be just equitable and proper.

DOMAN, STUCHINER & BEGGANS,

By Sheila Mauna Kahoe

Attorneys for Plaintiff
295 Madison Avenue
New York, New York 10017

STATE OF NEW YORK, COUNTY OF

A-13

CERTIFICATION BY ATTORNEY

The undersigned, an attorney admitted to practice in the courts of New York State, certifies that the within has been compared by the undersigned with the original and found to be a true and complete copy.

Dated: .....

STATE OF NEW YORK, COUNTY OF

ATTORNEY'S AFFIRMATION

The undersigned, an attorney admitted to practice in the courts of New York State, shows: that deponent is the attorney(s) of record for in the within action; that deponent has read the foregoing and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true. Deponent further says that the reason this verification is made by deponent and not by

The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows:

The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

Dated: .....

STATE OF NEW YORK, COUNTY OF ss.:

INDIVIDUAL VERIFICATION

, being duly sworn, deposes and says that deponent is the in the within action; that deponent has read the foregoing and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

Sworn to before me, this day of 19 .....

STATE OF NEW YORK, COUNTY OF ss.:

CORPORATE VERIFICATION

, being duly sworn, deposes and says that deponent is the of the corporation named in the within action; that deponent has read the foregoing and knows the contents thereof; and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters deponent believes it to be true.

This verification is made by deponent because is a corporation. Deponent is an officer thereof, to-wit, its

The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows:

Sworn to before me, this day of 19 .....

STATE OF NEW YORK, COUNTY OF ss.:

AFFIDAVIT OF SERVICE BY MAIL

being duly sworn, deposes and says, that deponent is not a party to the action, is over 18 years of age and resides at

That on the day of 19 deponent served the within upon attorney(s) for in this action, at the address designated by said attorney(s) for that purpose by depositing a true copy of same enclosed in a postpaid properly addressed wrapper, in --- a post office — official depository under the exclusive care and custody of the United States post office department within the State of New York.

Sworn to before me, this day of 19 .....

STATE OF NEW YORK, COUNTY OF ss.:

AFFIDAVIT OF PERSONAL SERVICE

being duly sworn, deposes and says, that deponent is not a party to the action, is over 18 years of age and resides at

That on the day of 19 at No. deponent served the within upon herein, by delivering a true copy thereof to h personally. Deponent knew the person so served to be the person mentioned and described in said papers as the therein.

A-14

NOTICE OF ENTRY

Please take notice that the within is a *(certified)* copy of a
entered in the office of the clerk of the within ed court on 19

ed,

Yours, etc.,
OMAN STUCHINER & BEGGANS
rneys for
Office and Post Office Address
295 Madison Avenue
ough of Manhattan New York, N. Y. 10017

orney(s) for

NOTICE OF SETTLEMENT

—Please take notice that an order

which the within is a true copy will be presented settlement to the Hon.

of the judges of the within named Court, at

he day of 19
M.

ted,

Yours, etc.,
DOMAN STUCHINER & BEGGANS
torneys for
Office and Post Office Address
295 Madison Avenue
orough of Manhattan New York, N. Y. 10017

ttorney(s) for

Index No. 74 CIV 652 MIG Year 19 74

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

THE NEW YORK CITY JAYCEES, INC.

Plaintiff,

-against-

UNITED STATES JAYCEES, INC
and NEW YORK STATE JAYCEES, INC.

Defendants.

AMENDED VERIFIED COMPLAINT

DOMAN STUCHINER & BEGGANS
Attorneys for Plaint...
Office and Post Office Address, Telephone
295 Madison Avenue
Borough of Manhattan New York, N. Y. 10017
Tel. 889-3700

To

Attorney(s) for

Service of a copy of the within

is hereby admitted.

Dated,

.....

Attorney(s) for

1800-© 1963, JULIUS BLUMBERG, INC., 80 EXCHANGE PLACE, N. Y. 4

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

- -x

THE NEW YORK CITY JAYCEES, INC.,

Plaintiff,

-vs.-

UNITED STATES JAYCEES, INC., and
NEW YORK STATE JAYCEES, INC.,

- -x

B E F O R E :

HON. MURRAY I. GURFEIN,

District Judge

April 9, 1974. - 10:00 a.m.
New York, New York

A P P E A R A N C E S :

DOMAN, STUCHINE & BEGGANS, ESQS.,
Attorneys for Plaintiff,
BY: SHEILA MAURA KAHOE, ESQ., and
RONALD PUMP, ESQ., of Counsel

STEPTOE & JOHNSON, ESQS.,
Attorneys for Defendants,
BY: ROBERT J. CORBER, ESQ., of Counsel

(In open court.)

THE COURT: All right, I am reserving decision on the jurisdictional motion of service of process. Let's go on with the hearing on the substantive matters.

Is plaintiff ready to proceed with witnesses?

MS. KAHOE: Yes, your Honor.

J A M E S J. W A R F I E L D, called as a witness on behalf of the plaintiff, having first been duly sworn, testified as follows:

DIRECT EXAMINATION

BY MS. KAHOE:

Q Mr. Warfield, are you currently the President of the New York City Jaycees?

A That's correct.

Q How long have you served in this capacity?

A Since June 1, 1973.

Q Prior to that time, you had other experience within the organization?

A That's correct.

Q Will you describe generally the programs carried out by the New York City organization just briefly?

A Okay. The programs fall into two areas.

One we define as internal, which is the leadership training programs, and basic administration chapter which is raising money and attracting members.

The external programs, the community programs, whether it be--which range from health affairs in Harlem and the Lower East Side to Christmas shopping tour to alcoholism education program in the City schools.

Q All right. Mr. Warfield, what we are primarily concerned with here today is the government monies involved. Does the New York City chapter use government monies in carrying out their various programs?

A Yes.

Q Let's break it down, Mr. Warfield, into city, state and federal.

THE COURT: No, first do city. That is no answer. No question and no answer.

MS. KAHOE: Pardon me?

THE COURT: It is no question and no answer. I want to find out what did they get money for.

MS. KAHOE: All right.

Q Mr. Warfield, have you received money or services in kind from the City of New York?

A Yes.

Q Will you please describe what that is?

THE COURT: No, no. Tell me what the federal government--

MS. KAHOE: You want the federal first?

THE COURT: How much did you get last year from the federal government, any money directly?

A In our fiscal year, June 1st to June 1st, in this fiscal year--

THE COURT: To June 1st, '73.

A From June 1st, '73?

THE COURT: '72 to '73.

A '72 to '73, none.

THE COURT: None.

A From '72 to '73, June to June, none. From June '73 to '74, we received $2,250.

THE COURT: You got $2,250?

A Right.

THE COURT: What was that for?

A That's 50 percent of a grant that we received totaling $4,500 for a recreational program for the East Harlem Community.

THE COURT: In the Harlem Community?

A Correct, East Harlem Community.

THE COURT: What kind of program is that?

A Members of the East Harlem group or-

United Future Olympiads, or people from the community putting together a program of basketball leagues, boxing, driver training programs for children, and this is the groundwork for trying to develop a youth center in the East Harlem Community.

THE COURT: What do you need money for for that?

A Well, money for obtaining facilities like renting of gymnasiums, renting of church rooms, downstairs rooms, uniforms, athletic equipment.

THE COURT: Your members are the counselors, as it were?

A We have two people who are non-voting members of their board, who help them to organize and plan their organization.

THE COURT: That is not what I am asking you. If you play basketball, is there somebody from your group that acts as a coach or something?

A No.

THE COURT: In other words you simply siphon the money through, is that it?

A In this case, yes. The project is designed to provide them administrative support, management techniques, and also to recruit members from our

organization to act as referees and coaches and things like that.

THE COURT: When you got that money, the $2,240, whom did you get it from, the federal government or the National Jaycees?

A The check came from the United States Jaycees.

THE COURT: Came from what?

A The United States Jaycees.

THE COURT: From Jaycees?

A That's correct.

THE COURT: They in turn got it from the federal government?

A That's my understanding.

THE COURT: Can you tell us how you came to get the money? Did you make an application or what happened?

A The U.S. Jaycees provided our organization with a--what they call a sub-grant application form.

THE COURT: The U.S. provided your organization, the U.S. Jaycees?

A Yes.

THE COURT: Why don't we call them the National Jaycees because it gets mixed up with the United States.

A Fine. National provided us with a sub-grant application form, which we completed, provided the back-up material, and forwarded it to them to-- I think in fact it was forwarded to their consulting company, Together, Inc.

THE COURT: Just describe, what is Together, Inc.?

A I don't have direct knowledge of that. My understanding is that it's a consulting company designated by the U.S. Jaycees to--

MS. KAHOE: Your Honor, we do have a witness here today who can describe what Together, Inc. is.

THE COURT: I didn't hear you.

MS. KAHOE: We do have another witness today who will be able to describe for us what Together, Inc. is and what it does.

THE COURT: All right. Is there any other federal money that the New York City Jaycees has ever gotten?

A To my knowledge, no.

THE COURT: Is there any federal money that you have applied for and not received?

A Other than the 50 percent of the grant money we have applied for have been granted but we have not received. In other words, $2,250 is the first installment of a two-part payment on the one grant; but that is the

only outstanding money.

THE COURT: I didn't ask you that. I said have you made applications and been unsuccessful to get grants?

A No.

THE COURT: So that is the only contact you have had with federal funding, is that correct?

A That's correct.

Q Mr. Warfield, directing your attention back to that $2,200 grant, when were you informed that the New York City Jaycees were in fact going to get the grant?

A I became aware through the organization grapevine in middle January, late January, that the grant had been approved.

Q Did you subsequently receive official confirmation of this from anyone?

A No, no, I did not.

Q Did you have personal conversations with anyone at Together, Inc. who confirmed that the grant was in fact approved?

A Yes.

THE COURT: When did you get the $2,250? I didn't got that.

A Actual date of receipt--

THE COURT: Or the month.

MS. KAHOE: Your Honor, we can introduce at this time the copy of the check if you would like.

THE COURT: Do that please.

Q Mr. Warfield, can you identify this?

A Yes, this is the check we received.

Q A copy of the check that you received?

A Right.

THE COURT: Show it to Mr. Corber.

(Plaintiff's Exhibit 1 marked for identification.)

***

Q Mr. Warfield, did you have subsequent conversations with reference to this check with Mr. Bern Gentry?

A Yes.

Q What did Mr. Gentry tell you?

A He advised me that it had been approved, and to his knowledge it was going to be going on the way or should be on the way.

Q Was there some difficulty with getting the check?

A My belief is there was.

MR. CORBER: Objection, your Honor, to the

question.

THE COURT: Sustained.

Q Mr. Warfield, did you have a conversation about this check with one of the representatives of the U.S. Jaycees?

A Yes.

Q When did that conversation take place?

A I think it was February 13th.

Q Who was the official of the U.S. Jaycees that you spoke with?

A Mr. Roper.

Q Mr. Roper is in Court today?

A Yes.

Q Can you tell us what the substance of that conversation was?

A Yes, I asked Ray if he knew the status of where our Mainstream check was; that I had been advised that our grant application had been approved, and that had been several weeks ago that I had been advised of that but we had not received the check.

His response was that to his knowledge it had not been approved yet but he would check on it.

Q Subsequently did you receive the check?

A Not immediately, no.

Q What happened in the interim?

A I called Mr. Gentry, who is President of Together, Inc., and questioned him on it, and his comment was that to his knowledge they had approved it and they had passed it on to the U.S. Jaycees to sign and had been advised that that was--that that was going to happen.

Q In fact the check when it came came from the U.S. Jaycees and was signed by officers of the U.S. Jaycees?

A Correct.

Q Not from Together, Inc.?

A That's correct.

Q Is it your understanding that the U.S. Jaycees despite the fact that Together, Inc. had okayed the project could have delayed or in fact not given out the funds?

A Yes. Mr. Gentry indicated that U.S. Jaycees, National, had to sign the check, and apparently given our conflict, if you want, or why we are in Court today, there was some question of whether they would forward that check to us.

Q Has there been any indication given to you by anyone that there is a possibility that the rest of the grant will not be forthcoming?

MR. CORBER: I am going to object, your Honor, to a question of any indication. If we want to bring in specific conversations or communications--

THE COURT: I think counsel is trying to elicit a conversation. Have you had any conversation indicating the future policy of the U.S. Jaycees, National Jaycees, toward the New York City chapter, with respect to any federal funds that might come through the National?

A I don't know if I understand.

Q Mr. Warfield, you had a conversation subsequent to that time with Bern Gentry again?

A Correct, correct.

Q You explained the status of the lawsuit at that time?

A Yes.

Q And he made some comment? Did he make some comment about what might happen to the rest of the grant?

A He really didn't know whatwould happen. He said if we were--

Q Disaffiliated?

A Yes, became an unaffiliated chapter, he really didn't know what they would do with the rest of the money.

MR. CORBER: Objection, your Honor.

THE COURT: I'll allow it. You can develop that, whether he had authority to make the statement or what.

MS. KAHOE: Your Honor, I don't have any further questions about the federal monies if that is the only area you wish to go into.

THE COURT: I am not going to foreclose you, but tell me what is relevant about anything else. The issue here today is largely whether the funding by the federal government of the United States Jaycees really makes them an organ of federal action or state action, or are they still a private club. That is about what it comes down to.

MS. KAHOE: In that case I have no further questions of Mr. Warfield.

CROSS EXAMINATION

BY MR. CORBER:

Q Mr. Warfield, you are President of the New York City chapter of the Jaycees?

A Yes.

Q Could you tell us what the geographical scope of that chapter is?

A Our office is located at 65 Liberty Street, here in Manhattan.

Q Does it cover all of Manhattan?

A In our by-laws we refer to the metropolitan area of New York.

Q By the metropolitan area, do you get outside of the island of Manhattan?

A Yes.

Q What is the present membership of the New York City chapter in numbers?

A The last count that I am familiar with is 114.

THE COURT: 114 members?

A Yes.

Q How many of those are female?

A I believe 22.

THE COURT: May I interrupt just for one second? What are the rights of a member? What do you get by being a member?

A What do you get?

THE COURT: Yes.

A Well, you have the right to hold office in the organization. You have the right to vote in the organization; to participate in the projects, be project chairman, develop leadership training you get from that.

Q There are other chapters of the Jaycees in the

metropolitan area of New York City; is that correct?

A That's correct.

Q Those are chapters in suburbs surrounding Manhattan, is that correct?

A No.

Q Could you state what those are?

A Let me say this: What you say is correct but we also have a thing in New York City we call neighborhood chapters.

THE COURT: What?

A Neighborhood chapters.

Q What do you mean by a neighborhood chapter?

A Well, for example, in the community of Bedford-Stuyvesant, Crown Heights, and Brownsville, we have neighborhood chapters.

Q Those are in Manhattan?

A They are in Brooklyn.

THE COURT: Are these all black chapters?

A They are, correct.

THE COURT: Is that why you have themseparate?

A The objective was to be responsive to a particular neighborhood; also to be able to frankly attract minority members to the organization, which we--

THE COURT: Do you have any white neighborhood

clubs?

A White neighborhood clubs?

THE COURT: Like the black.

A We had a Chinatown chapter and we had a Philippine New York chapter.

THE COURT: They are notwhite either, are they?

A Apparently not.

THE COURT: Do you have any white neighborhood chapters?

A To my knowledge, no.

THE COURT: Is there any rule that whites can't come into the Bedford-Stuyvesant chapter?

A And become members of it?

THE COURT: Yes.

A No rule at all.

Q Are those neighborhood chapters a part of the New York City chapter or are they simply--

A No, they are separate chapters.

Q They are separate chapters. You referred in your direct testimony to a check which you had received.

THE COURT: Wait a minute, excuse me.

Those black chapters, such as in Bedford-Stuyvesant, do they have women in them too?

A No.

THE COURT: All right.

Q You referred in your direct testimony to a check that you had received for this project Mainstream which you identified as being federal funds.

A Yes.

Q Do you recall that?

A Yes.

Q Have you noticed on that check out of what organization it was issued?

A Yes, I believe it says United States Jaycees, Project, Mainstream.

Q Let me show it to you.

A United States Jaycees, Foundation, Mainstream.

Q And you recognize that there is a difference between the United States Jaycees and the United States Jaycees Foundation?

A Just as we have.

THE COURT: What is the foundation?

A What is our foundation?

THE COURT: No, what is the U.S. Jaycees' Foundation? What is that?

A My personal belief--

THE COURT: No, do you know or don't you know? If you don't know there is no embarrassment in saying you

don't know.

A O kay, then I don't know.

Q You don't know. Let me show you this check. It is signed by Mr. Ray Roper and Mr. Gary McNaught.

A Right.

Q Do you know what position Mr. Gary McNaught holds?

A He is a representative of the foundation. His office is in Washington, D.C. I believe.

Q He is not an official of the United States Jaycees, do you agree with that?

A I don't know.

Q You say you had a conversation with Mr. Bern Gentry or two conversations. Can you fix the days of those conversations? Take the first one.

A I believe it would probably be about the 7th or 8th of February.

Q Do you remember the date of the receipt of this check from the foundation?

A We had our monthly membership meeting where we were going to make the presentation to the group on the fourth Thursday of February, which I believe was the 28th of February. We had not received the check at that time; and to my knowledge, it came in three or four

days later.

Q Three or four days after the 28th? The check in fact is dated the 16th of February.

A I realize that, yes.

Q And you received it in the mail?

A Yes.

Q You didn't notice what the postmark date was on the letter?

A I did not, no.

Q THE COURT: Did it come with a covering letter, by the way, or did you just have a check in an envelope?

A It was picked up at our headquarters by one of our members from our office. It was mailed directly to my residence so when I received it I received the check. I frankly did not recall if there was a cover letter on it or not.

THE COURT: Let me ask you something: By what federal statute was this money disbursed, do you know?

A Federal statutes?

THE COURT: Under what statute, under what law?

A My only knowledge is that it came from the

Office of Economic Opportunity. I do not know under what law.

MR. CORBER: To clarify that, your Honor, it is the Economic Opportunity Act.

Q In your first conversation on about February 8th, with Mr. Gentry, did you ask about approval of your application to participate in this project?

A Yes.

Q He told you at that point that approval had already been issued?

A The reason I hesitate is I am trying to fix the dates as things occurred because in fact we--I talked with him two to three times. I also talked with his secretary several times. We were trying to determine where everything was on the chain.

I cannot say definitely that he said it was approved at that time.

THE COURT: I think we can get off this subject. It's not terribly impressive.

MR. CORBER: All right, your Honor.

Q I just want to make it clear, Mr. Warfield, that you are not charging the United States Jaycees with deliberately delaying this grant to the New York City Jaycees, are you? Just to clear the air on that.

A No.

Q All right, sir.

Q Your second conversation with Mr. Gentry, when did that take place?

A Probably the easiest thing would be if I explained what happened. I talked with Mr. Roper. I was led to believe from him that he was unaware of this grant being approved. My knowledge was that it had been; and I called Mr. Gentry at that time who confirmed that belief.

Q How did you get knowledge that it had been approved?

THE COURT: I amnot going to allow all this kind ofexamination. It's utterly irrelevant.

MR. CORBER: All right, your Honor.

Q Let me just ask this question, Mr. Warfield. Do you know what position Mr. Gentry holds in the United States Jaycees?

A Before or after he became President of Together, Inc.?

Q When he talked with you.

A He was President of Together, Inc.

Q He had no authority to your knowledge to speak for the United States Jaycees; is that not correct?

A That would be an assumption on my part. I would say no.

Q You know that he does not approve applications for sub-grants on these projects? He does not personally.

A He personally? Yes.

MR. CORBER: Now, your Honor, I had some questions that I was going to put to this witness about affidavits that he has submitted, but I don't wish to pursue that.

THE COURT: I would like to limit the issue to what we came here for, namely, to what extent does the federal government fund the United States Jaycees and what controls does it have over them? I am not going to make a long two-week trial out of this. I just wanted some evidentiary material so that I don't go off in the wrong direction on what is the nature of the federal funding. That is all that is involved here.

You are excused.

MR. CORBER: Could I pursue just one further point?

THE COURT: Yes.

Q You hold no position with the New York State Jaycees, am I correct in that?

A That's correct.

Q And you don't participate in any of the budgeting by the New York State Jaycees?

A Indirectly I do.

Q Do you have any knowledge of any federal funds received by the New York State Jaycees?

A I do not.

MR. CORBER: That's all, your Honor.

THE COURT: You can step down.

(Witness excused.)

MS. KAHOE: Your Honor, we would like to offer this check in evidence--I failed to do that before--so that it can remain in Court.

*** (Plaintiff's Exhibit 1 received in evidence.)

G I L D E R W A S H I N G T O N, called as a witness on behalf of the plaintiff, having first been duly sworn, testified as follows:

THE COURT: What is the purpose of putting Miss Washington on?

MS. KAHOE: Miss Washington is a member of the Coordinating Council of Project Mainstream. She is one of the U.S. Jaycees representatives on the council. This is the council that works with the

government organizations.

THE COURT: All right, go ahead.

DIRECT EXAMINATION

BY MS. KAHOE:

Q Miss Washington, will you describe what the council that you are a member of is and what it does.

A Okay. I am a member of the National--

Q Will you speak up loudly, please.

A I am a member of the National Coordinating Council of Project Mainstream. Project Mainstream is now known as Together, Inc. which is a consulting firm which received a contract from the U.S. Jaycees Foundation. What we do is we get grants from the federal government and we get Jaycee chapters to work with community action agencies in joint projects and we give grants.

Q Miss Washington, let me show you this list and tell me if this is an accurate description--identify it and tell me if it's accurate.

THE COURT: I didn't understand the whole answer though. Don't go so fast. You get grants from the federal government, is that correct?

A Yes.

THE COURT: What do you do with the grants?

A We give the grants to Jaycee chapters and

community action agencies which have--

THE COURT: Directly to the chapters?

A Yes, to the Jaycee chapter but they have to--

THE COURT: Not to the National.

A No.

THE COURT: Who is we, Together, Inc.?

A Yes, but it's through the Jaycee Foundation that the funds are funneled.

THE COURT: That the funds are what?

A Funneled. Like O.E.O. gives--

THE COURT: That is what I asked you. Who gets the check from the United States Office of Economic Opportunity?

A U.S. Jaycee Foundation.

THE COURT: The foundation. You don't get it.

A No.

THE COURT: What is the relationship of ULS. Jaycee Foundation to the U.S. Jaycees?

A I really don't know.

THE COURT: You don't know?

A No.

THE COURT: Do you have any business at all with the U.S. Jaycees as such?

A Basically, it's all through the foundation.

THE COURT: All through the foundation?

A But we have to work with Jaycee chapters.

THE COURT: Once the Jaycee foundation gets the check, how does it know which chapter to give it to? Do you tell them?

A The chapters have to send in applications for projects that they want to run.

THE COURT: Chapters send in applications to whom?

A To Together, Inc.

THE COURT: Not to the foundation, right?

A No.

THE COURT: What does Together, Inc. do with the applications?

A Together, Inc. has a coordinating council of which I am a member and we review the applications and then we decide who should get funding, who should not get funding, or if we have enough funds, if the programs are relevant to what we are trying to do.

THE COURT: Does the federal government have any say at all as to what you do?

A No, the only thing we do with the federal government is send them reports every six months.

Q But in fact, Miss Washington--

THE COURT: Wait a minute, I just want to get the whole thing. Is there a lump appropriation? Is that how it works?

A Yes.

THE COURT: Together, Inc. gets a certain amount a year?

A Yes.

THE COURT: How much doyou get?

A Last year we got I think it was $547,000.

MS. KAHOE: $574,000.

THE COURT: $574,000 on an annual basis to Together, Inc.

Of that $574,000, how much went to the U.S. Jaycees Foundation?

A The total amount would go to them to be earmarked for Together, Inc.to give out grants.

THE COURT: In other words, you have no other customers except U.S. Jaycees; is that it?

A Correct.

THE COURT: Does the federal government know, when it gives you $574,000, when it gives it to Together, Inc. that all of it is going to be expended through the U.S. Jaycees Foundation?

A Yes.

THE COURT: Is that based on some contract or writing of some kind?

A Yes, they have a contract.

THE COURT: Do you have that contract?

MS. KAHOE: Your Honor, I believe I have one of the sub-grant applications.

THE COURT: Not a sub-grant. I am talking about the contract.

MR. KAHOE: I have a grant application. I have the U.S. Jaycees Foundation grant application for $345,000.

THE COURT: That is good enough. I just want to see the form of this. Mark that and then show it to Mr. Corber.

*** (Plaintiff's Exhibit 2 marked for identification.)

MR. CORBER: Your Honor, I am going to object to this document coming into evidence because it is out of date. It was last year's contract, and we will be able to present to the Court the current contract and the one with which the New York City Jaycees are concerned.

THE COUPT: Objection overruled.

It will be received in evidence.

(Plaintiff's Exhibit 2 received in evidence.)

THE COURT: Well, it's received in evidence subject to connection with respect to the status of the United States Jaycees Foundation which is still not in evidence.

Who appointed the members of the Coordinating Council?

A They were basically--I was chosen by Mr. Gentry.

THE COURT: Who?

A Mr. Gentry.

THE COURT: But I mean isn't there some constitution or something which indicates how you get to be a member of the Coordinating Council?

A Not that I know of.

THE COURT: What is Mainstream? What does that mean, that name?

A Mainstream was the name that was thought up to get--well, it was basically to get Jaycees together with community action agencies into the main stream of the country basically, and that's how the name was, you know, arrived at.

THE COURT: But Mainstream is limited to Jaycee activites, is that correct?

A Correct.

THE COURT: In this project Mainstream in the year when you got $574,000, were other funds also given to the directors of Together, Inc. or under the direction of Together, Inc.?

A No; not to my knowledge, no.

THE COURT: In other words, is this Mainstream a 100 percent federal funding project?

A Yes.

THE COURT: Does the Jaycee to your knowledge contribute anything to it?

A No.

THE COURT: Is there any control on the activities of the Coordinating Council by anybody in the federal government?

A Only to the fact that we do have to submit reports to them to let them know what project we are running and what we are doing.

THE COURT: But not the internal administration of the program?

A No, we have a member of the O.E.O. is supposed to sit on our council.

THE COURT: You have one member out of 16, is that it?

A Yes.

MS. KAHOE: Your Honor, at this point I would like to draw the Court's attention to this list which I had asked Miss Washington to identify.

THE COURT: I don't hear you.

MR. KAHOE: Sorry. This is the list which describes who is on the council and the various agencies that they have.

THE COURT: Show it to Mr. Corber.

(Plaintiff's Exhibit 3 marked for identification.)

(Plaintiff's Exhibit 3 marked in evidence.)

Q So basically, Miss Washington, this council then is made up not only of Jaycees but of representatives from the various government agencies that are listed on the roster that his Honor is looking at now.

A Correct.

Q Do all of you have an equal voice in which projects are approved?

A Yes.

Q In other words, the Jaycees and the government representatives, one does not outweigh the other?

A No.

Q Everyone has an equal voice?

A Yes.

THE COURT: You don't know how they are appointed?

A No, I think--

THE COURT: All right, we'll find out from somebody else. Don't worry about it.

Q You spoke about reports, Miss Washington, that you have to make. You have to make, you stated, Mainstream Project Reports to the federal government. Do you also have to make project reports to the U.S. Jaycees?

A Yes.

Q All right. Let me show you this and ask you to identify that.

A This is a six-month project Mainstream report submitted to the federal government and also to the U.S. Jaycees

MR. KAHOE: I would like to have this marked, please.

(Plaintiff's Exhibit 4 marked for identification.)

(Plaintiff's Exhibit 4 received in evidence.)

Q Miss Washington, you say there are also monthly reports which have to go from Together, Inc. to the U.S. Jaycees and the U.S. Jaycees Foundation. I show you

another document and ask you to identify it.

THE COURT: Who does four go to? This says submitted by Together, Inc. but who does it go to?

MS. KAHOE: That goes to the federal government, to O.E.O. and to the U.S. Jaycees, Miss Washington testified.

THE COURT: All right.

This Project Mainstream six-month report, Exhibit 4 goes to the foundation and not to the U.S. Jaycees, is that it?

A To the U.S. Jaycees.

THE COURT: Foundation?

A No, National.

THE COURT: To the National U.S. Jaycees, not to the foundation. Does it go to O.E.O.? Do you have a covering letter for this when you send it in, this January 25, 1974?

A Iam sure one does go out.

THE COURT: But you don't have one?

A No, I don't.

THE COURT: So you don't know who it's addressed to actually?

A No.

THE COURT: Does the defendant have that

available, a covering letter for this?

MR. CORBER: I am not sure a covering letter is used, your Honor. We will have a witness who will be able to tell you the circulation.

THE COURT: To save time can you stipulate as to who gets this? Speak to your witness and let me know. Project Mainstream, six-month report, who gets that?

MR. CORBER: I understand your Honor, that copies go to the National Jaycees, Mr. Roper expressly. Copies go to the United States Jaycees Foundation. Copies go to the members of the Board of the United States Jaycees; and copies go to the project officer for the government. I stand corrected. It does not go to the project officer.

THE COURT: The important thing is it goes both to the U.S. Jaycees and the U.S. Jaycees Foundation, is that right?

MR. CORBER: I am correct, except that I have incorrectly identified the executive group that receives it.

THE COURT: I am not interested in that. I am only interested in does it go to the Jaycees as well as to the foundation?

MR. CORBER: It does, your Honor, and to the government.

THE COURT: All right.

Q Miss Washington, can you identify this, please?

A It's a monthly statement.

MS. KAHOE: Will you mark this, please?

(Plaintiff's Exhibit 5 marked for identification.)

MR. CORBER: We are unable, your Honor, to authenticate that particular document because it was revised from time to time; and I believe we have an authentic copy that we could present.

THE COURT: If you have it we can substitute it.

MS. KAHOE: Your Honor, the purpose is simply to show whether reports are made.

THE COURT: As long as he's got a good one why don't we put it in now?

MR. CORBER: We have what is a correct copy of this.

THE COURT: All right, just put the five on that one.

(Plaintiff's Exhibit 5 marked in evidence.)

Q Miss Washington, according to this report, this is a proposed work statement which goes both to the U.S. Jaycees and the U.S. Foundation, is that correct?

A Correct.

Q And it is your understanding that monthly

reports are made to the U.S. Jaycees, to the National?

A Yes.

Q On Project Mainstream sub-grants?

A Yes.

Q Miss Washington, is it your understanding, and I show you a memo from Bern Gentry to the effect that Project Mainstream has been re-funded for 1973-1974.

A Correct.

Q Can you identify that memorandum?

A Yes, I can.

Q To your knowledge, you will continue through this year operating the same way with the sub-grants except with the different amount of money, is that correct?

A Correct.

MS. KAHOE: All right.

(Plaintiff's Exhibit 6 received in evidence.)

Q Miss Washington, is it your understanding that Project Mainstream, and I show you a memorandum again from Bern Gentry to the National Committee and ask you to identify it, has become the major emphasis program of the U.S. Jaycees for the coming year?

A Yes, it has.

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(Plaintiff's Exhibit 7 marked in evidence.)

Q Miss Washington, is it your understanding that if National or the federal government does not approve your selections of projects, that the grants can be cut off? Do they have any control over the monies that they give you?

A I don't understand. Do National and O.E.O. have?

Q Correct.

A Yes.

Q Would you explain how they control the funding?

A Well, if our reports aren't, you know, up to par, to O.E.O., then they could definitely, you know, cut off the funding.

MS. KAHOE: Your Honor, I have no further questions.

CROSS EXAMINATION

BY MR. CORBER:

Q Miss Washington, I want to get your understanding of the relationship of Together, Inc. to the Jaycee organization. Do you know whether Together, Inc. is separately incorporated?

A Yes, it is.

Q And it is not a part of the Jaycee organization,

as a matter of fact, is that not correct?

A Correct.

Q The Coordinating Council operates exclusively with Together, Inc., is that not correct?

A Correct.

Q You indicated that Mainstream is limited to Jaycee activities, but is it not a fact that other organizations in local communities participate in the Mainstream Project?

A In conjunction with Jaycee chapters. It has to be a partnership in order to receive funds.

Q But these other organizations are not Jaycee organizations, is that not correct?

A Correct.

Q I believe you may have been understood to say that the Jaycees contribute nothing to the Mainstream Project but is it not a fact that the Jaycees contribute time and in some cases obtain property that is devoted to these projects?

A Well, I was under the impression that it was money-wise.

THE COURT: That it was what?

A Money-wise, that you were talking about money-wise, the Jaycees.

THE COURT: That's right, I was talking about monies.

A Monies.

Q But you would agree, would you, that sometimes property is solicited for use in these projects?

A Yes, definitely.

Q And that property is contributed locally?

A Yes.

Q And comes not by being paid for from these federal funds?

A That's correct, it would come from the chapters, or from the Community Action Agency.

Q Do you know how much of the grant, and take the current one, $574,000, goes directly to Together, Inc.?

A No, I do not.

Q You don't know how that may be divided up among several organizations?

A No, I don't.

Q Do you have any knowledge of any application for a sub-grant which was approved by the Coordinating Council being rejected, denied, or in any other way thwarted by the Jaycees?

A By the Jaycees?

Q Right.

A Not approving a project?

Q Right.

A No, they really have nothing to do with it.

Q In other words, the Coordinating Council with Together, Inc. has exclusive control of the recipients of these sub-grants?

A Yes.

THE COURT: Do they have to be Jaycee chapters in order to be eligible?

A It has to be a Jaycee chapter working in conjunction with a community action agency.

THE COURT: Take New York now. If New York is thrown out of the National Jaycees, what would their status be as far as the Coordinating Council is concerned?

A Well, this would not be a Jaycee and a community action agency marriage, so therefore they would not be eligible for funds.

Q On what do you base your opinion that only Jaycee chapters working in conjunction with community action agencies may receive sub-grants?

A That's the way it is set up.

Q Do you have any document that you can refer to where that appears?

A I would have to look in my notes which counsel has.

Q I will show you Plaintiff's Exhibit 6 which I believe you identified as a monthly report. Is that in fact a monthly report?

A No, I didn't say this was a monthly report.

Q I may have misunderstood you. Is this a report that is made by Mr. Bern Gentry to members of your Coordinating Council?

A Yes, it is.

Q This is not a report that goes to the National Jaycees?

A I am sure they received copies. They are usually copied on everything.

Q Does it go to the government?

A I am sure also.

Q But you have no personal knowledge in either case?

A No.

THE COURT: Is there a charter or something of this Coordinating Council defining its powers and responsibilities in writing?

A I am sure there is but it's not present.

THE COURT: Do you have that, Miss Kahoe?

MS. KAHOE: No, I don't, your Honor.

THE COURT: Do you have one of those,

Mr. Corber?

MR. CORBER: I don't believe we do, your Honor, since this relates to Together, Inc. which is a separate organization.

Mr. Roper advises me that you can get some light on this from the work statement which is Plaintiff's Exhibit 5.

THE COURT: What?

MR. CORBER: Some light from Plaintiff's Exhibit 5. (Handed to the Court.)

If I could refer your Honor to page five of the narrative under D, National Advisory Council, that I believe is the information in here about the council.

THE COURT: It all deals with chapters and so on. The implication seems to be that nobody but a Jaycee chaper is eligible to be in the program. Is there any argument about that?

MR. CORBER: I am sorry, your Honor, I was--

THE COURT: Read back what I just said.

(Court's statement read.)

MR. CORBER: Your Honor, we cannot stipulate to that. I might ask a question of Miss Washington.

Q If you received an application from a Jaycee chapter, for example, would that be automatically

denied by the Coordinating Council?

A I don't know. We have never received one.

THE COURT: Together, Inc. it says, will serve as a consultant to the United States Jaycees and State and local Jaycee affiliates. Doesn't "Affiliate" mean a chapter

MR. CORBER: Yes, Jaycee-ette would be--no, Jaycee-ette would be--it is not considered an affiliate.

THE COURT: All right, go ahead.

MR. CORBER: We'll have to get Mr. Roper to clarify that for us, your Honor.

Q Are you aware, Miss Washington, of any government reports showing the return which the government considers to have been received on the investments which are made through these sub-grants in Project Mainstream?

A Yes.

Q Do you know what they consider that return to be?

A What the federal government considers it to be? Not offhand, no, I don't.

Q Are you aware of one report of the government showing a 1400 percent return on investment?

A That sounds somewhat right.

Q In other words, property and services were

contributed to the project which were at least fourteen times the value of the grant which had been made?

A Correct.

MR. CORBER: Thank you.

No further questions.

(Witness excused.)

MS. KAHOE: Your Honor, I have no further witnesses.

THE COURT: Plaintiff rests?

MS. KAHOE: Yes.

THE COURT: All right, defendant.

MR. CORBER: I would like to call Ray Roper.

R A Y M O N D R O P E R , called as a witness on behalf of the defendant, having first been duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. CORBER:

Q Mr. Roper, is it correct that you are Executive Vice-President of what we have called here today the National Jaycees?

A Yes, sir.

Q Do your responsibilities as Executive Vice-President include organizational activities of the Jaycees and budget matters?

A Yes, sir.

Q Could you state for the record the organizational structure of the Jaycees beginning with the national structure?

A Our national structure is composed of a nineteen-member executive committee and the 51 State's Presidents. We consider the District of Columbia a State and they have a State President.

The combination of the nineteen-member executive committee and the 51 State Presidents composes our executive board of directors which has the responsibility of formulating national policy and by-laws, adopting national programs, and adopting annual budgets.

The National Vice-Presidents, of which there are eleven, have a year-long function of servicing the State organization members and the local organization members.

In addition at the national level we have our professional staff. They are considered to be national officers; but they have the same relationship in the organization that you would find in any organization where you have a--in any voluntary organization where you have a professional staff. They usually have no voice in policy matters and voting on the issues of programs

and activities.

At the State level, you have a State President and the structure beneath the State President would vary from State to State. You have your customary appointed officers such as legal counsel and treasurer; you have other administrative officers, usually elected; administrative vice-presidents, and secretary.

Beneath the State President or lower in the organizational ladder you have what we term United States Jaycee Directors, and these individuals are usually responsible for a region within a state that may contain anywhere from 10 to 30 chapters; and their responsibility is to directly serve those 10 to 30 chapters to provide a link between those local chapters and the State organization, and those local chapters and the national organization.

U.S. Jaycee Director will customarily have from two to maybe up to five State Vice-Presidents assigned to a number of the chapters within his region, also providing direct service to those local chapters.

At the local level, again, there is no set organizational structure. Most local organizations have a President, perhaps two or three Vice-Presidents, and a Board of Directors plus your customary--your normal

appointed officers like treasurer and legal counsel and a chaplain. In some chapters those officers are elected.

The Board of Directors are usually responsible for either projects or they are responsible for the membership for a segment of the membership to make sure they are active or in some chapters they are responsible for both but there is absolutely no district outlines as far as organizational structure below the national level is concerned. It's each determined by each respective State organization, each local chapter's by-laws and policies.

Q The National Jaycee organization, that is incorporated, is it not?

A Yes, it is.

Q Does it exert any control over the activities of the State organization?

A Only to the extent that is provided for in our by-laws and policy; and basically there is a provision in the by-laws and policy which stipulates that the constitution and by-laws of the State organization cannot be in conflict with the United States Jaycees' by-laws and policies, and as far as actual control is concerned, that is the only real control we have.

Q What is the control relationship with the local chapters?

A Pretty much the same. There is a provision that local chapters' by-laws and policy cannot be in conflict with either the State organization or the National organization.

Q Do local chapters make any contracts on behalf of the United States Jaycees?

A No, they don't.

Q Do the State organizations make any contracts on behalf of the United States Jaycees?

A No, they don't.

Q The National Jaycees have headquarters in Tulsa, is that not correct?

A That's correct.

Q And occupy a building there?

A Yes.

Q Is that a Jaycee building?

A The building is actually owned by the United States Jaycees War Memorial Trust. This trust was established, I believe, about 1946 or '47 for the express purpose of soliciting contributions from the State organization to build a National Headquarters, and has continued in existence since that time as the owner

our headquarters.

Q Could you state what the purpose of the United States Jaycees is?

A When you refer to the United States Jaycees, now, are you referring to the National organization or are you referring to the whole?

Q The National organization.

A Our primary purpose as a National organization is to provide services to the State organizations and local chapters; services in terms of program services, assistance in any particular problems that a State organization or other local chapter might be facing.

Q Is it not correct that the United States Jaycees at one time were involved in business interests, in furthering business interests on behalf of their members? Do you understand the question?

A Well, when we were originally founded as the United States Junior Chamber of Commerce, in the early literature there is quite a few references to business interests and involvement in the area of business.

Recently, in the past, I guess, eight or nine years, we have gotten away from that to a great extent

We try to establish a very broad base membership representative of all segments of our population.

Q And engage in civic activities?

A Pardon me?

Q Engage in civic activities?

A Yes.

Q Rather than the former business projects?

A Yes.

Q The National Jaycees presently are involved in one way or another with federal contracts and grants?

THE COURT: Would you do me a favor, please? Get this foundation onto the record. What is it? Who owns it? How did it start, and all that? That is what I am interested in.

Q Would you state what the United States Jaycees Foundation is?

A In non-legal terms I can attempt to state it.

Q Please.

A The United States Jaycees Foundation is a separate entity from the United States Jaycees. It is a 501C3 organization established to solicit and generate funds for worthy programs of the United States Jaycees.

It has a seven member Board of Trustees which manages the operations of the foundation and makes decisions on granting of the funds.

It is the day to day management is provided by Gary McNaught, who is the Executive Director of the United States Jaycees Foundation, and an employee of the United States Jaycees Foundation.

THE COURT: Do you have a balance sheet of that foundation?

A Not with me, your Honor. We do--it is audited annually and do have the annual audit.

THE COURT: About when was it founded?

A To the best of my knowledge, your Honor, it was around 1964.

THE COURT: Have you any idea how much money it has in the treasury now?

A It would just, your Honor, be a guess on my part, as to the exact amount.

THE COURT: Well, we don't want a guess but is it hundreds of thousands of dollars, is it millions, is it $200?

A Certainly not in the millions, your Honor. It would be less than $200,000.

THE COURT: Less than $200,000?

A Yes.

THE COURT: In other words, a grant of $574,000 by the federal government for one year would greatly

exceed the capital of the foundation; is that right?

A Yes, your Honor.

Q Is it correct that the foundation has raised funds that go to organizations other than Jaycees?

A That's correct.

Q And it is not limited to raising funds for the United States Jaycees?

A That's correct.

Q It operates under a trust agreement, am I correct?

A That's correct.

Q With trustees?

A Yes.

THE COURT: Let me ask you this: Does it spend any of its money in conjunction with federal government funds or are those spendings entirely separate?

A Well, your Honor, it primarily functions as a conduit for these monies. In other words, the money will be granted to the United States Jaycees Foundation and the United States Jaycees Foundation will hold the money, for example, in the Mainstream Project, until such time as the Coordinating Council approves recipients of the seed grants, and then the United States

Jaycees Foundation will write the checks for those seed grants.

THE COURT: Does it add any of its own money collected by private subscription to those funds when it disburses them?

A No, your Honor.

THE COURT: It's merely an intermediary?

A Yes, sir.

THE COURT: What control if any does the United States Jaycees Board have over the Foundation Trustees?

A Your Honor, that control is a provision in the trust agreement for an annual report on the part of the foundation to the United States Jaycees Executive Board of Directors giving them an accounting of all their activities.

THE COURT: How are the trustees appointed? Who appoints them?

A The trustees are selected by the trustees themselves. They serve staggered three-year terms.

THE COURT: How did they start? Who were the first trustees?

A When the foundation was originally established, it only had three trustees. That was the executive--

the President of the United States Jaycees, the Executive Vice-President, and the Treasurer of the United States Jaycees.

THE COURT: Then it became self-perpetuating after that.

A Yes, your Honor.

Q The Jaycees are involved in contracts or grants from the Office of Economic Opportunity, the Department of Health, Education, and Welfare, and the Department of Labor, at the present time; is that accurate?

A That's correct.

Q And there are no other government agencies that are involved?

A No, there are not.

THE COURT: I didn't understand that. Do you have any other federal monies that come to the foundation other than the Mainstream Project?

A Yes, your Honor, we do.

THE COURT: What have you got?

A We have, your Honor, a contract with the Department of Labor for our Criminal Justice Program, and that is through the U.S. Jaycees Foundation, and we have a grant from the Department of Health, Education, and

Welfare, for our Environmental Improvement Program, and that is to the United States Jaycees Foundation.

THE COURT: Does that go through Together, Inc.?

A No, your Honor, it does not.

THE COURT: How much is involved, for example, in the Department of Labor Criminal Justice Program?

A The total grant, that is on a cost reimburseable contract, total contract is $325,363.00 .

THE COURT: And the grant from H.E.W. for Environmental Improvement Program?

A $21,500.00 . That is this year's portion of that.

THE COURT: I understnd that. This is on an annual basis , is that right?

A Your Honor, we originally negotiated a three-year contract on this Environmental Improvement Program, a total of which was $59,074.00 .

THE COURT: How do you disburse that? Does the foundation get that or do the Jaycees get that money?

A The money goes to the foundation and the United States Jaycees, and in the case of the Criminal Justice Program we have a sub-contract on that program, called the Contact, Inc. United States Jaycees and

Contact, Inc. submit monthly invoices to the United States Jaycees Foundation and are reimbursed on the basis of invoices.

Q THE COURT: But does the foundation give any of its own money towards these projects, or is it a hundred percent federal funded?

A They are a hundred percent federal funded as far as the National level is concerned.

THE COURT: Right, then what happens? Do you use the chapters at all in connection with the disbursement of the Criminal Justice Program or the Environmental Improvement Program?

A In the Environmental Improvement Program there are no seed funds this year. Now last year, your Honor, we did have a $50,000 matching grant in the Environment from a foundation which was distributed to the local chapters in terms of seed funds: local initiative fundings, however you wish to term it.

This year we do not have any monies in the Environment to grant to local chapters, and there have never been any funds available in the Criminal Justice Program for local chapter grants.

However, a substantial portion of the funds is utilized to assist the chairmen of the 51 State

organizations in their traveling about the State organization to local chapters promoting the program and encouraging the local chapters to become involved.

There is also a small portion of the funds that go to our chapters within the prisons. We provide them an administrative fee of $5 per monthly report for each monthly report they furnish us describing their activities in assisting men that are going out of prison on parole, and their assistance in terms of housing, employment counseling, education, etc.

THE COURT: Let's see if I can recap it. The Criminal Justice Program comes to the foundation from the Department of Labor, and then itgoes to the sub-contractor called Contact, Inc.

A A portion of it, your Honor.

THE COURT: A portion.

A Yes.

THE COURT: Where does the rest go?

A To the United States Jaycees. The United States Jaycees received $158,860 and the sub-contractor, Contact, Inc. receives $162,203.00 .

THE COURT: All right, now let's trace the $158,000 that the U.S. Jaycees get. Is that the foundation?

A Well, it goes to the foundation and then is

granted to the United States Jaycees on the basis of monthly invoices.

THE COURT: All right, so anyhow it goes to the Jaycees. What do they do with that $158,000?

A $19,900 is earmarked for salaries. We have a full-time staff officer and a--

THE COURT: All right, you don't have to explain that. That is obvious. What else?

A Travel is $10,000. Consulting fee is $60,300. Materials and supplies, $9,000. Communications, $5,400 and indirect costs, $42,051.

THE COURT: You say travel and what else? How much travel?

A $19,000 travel.

THE COURT: $5,400 what?

A $5,400 for communications.

MR. CORBER: Your Honor, I may be of some assistance to you to point out that I do intend to offer these contracts into evidence that will have these figures for you.

THE COURT: Why don't you do it and let's get through with it. I don't want to write so much if I can get it in an exhibit.

MR. CORBER: May I have this marked.

(Defendant's Exhibit A marked for identification.)

THE COURT: Just let me clear one thing. None of the chapters gets any of this money then, either the Criminal Justice Program or the Environmental Improvement Program?

A None of the funding on these two programs is channeled directly to the local chapters.

THE COURT: Is it indirectly? What do you mean by directly?

A Well, indirectly of course the local chapters receive great benefit from this funding because we have a national seminar in which we train the State Chairman who travels to those local chapters and then helps them set up seminars on the basis of what he learned at the national seminar. Also they receive publications. They receive the materials that we maintain in our service library on this program on how they can become involved in it.

THE COURT: What are these consulting fees? Who gets that?

A The consulting fees we do -- since we are headquartered in Tulsa, Oklahoma, we do retain a consulting firm in Washington to assist us in our liaison

with the federal agencies, and they handle our--or assist us a great deal in any reporting that may be required and any day to day contact with the agencies.

Q Mr. Roper, I show you a document having a covering letter from the Office of Economic Opportunity dated June 28, 1973 and marked as Defendant's Exhibit A; and ask you if you are familiar with that document; and the attachment.

A Yes, this appears to be our contract for Project Mainstream.

Q From the Office of Economic Opportunity?

A Yes, sir.

MR. CORBER: I offer that in evidence, if your Honor please.

(Defendant's Exhibit A received in evidence.)

Q Would you state what the purposes of the Project Mainstream are?

A Project Mainstream is a program designed to--in the narrow scope to get Jaycees involved with community action agencies throughout the nation in order to try to assist these community agencies in gaining community support and in becoming self-sufficient. In the broader scope, our over-all human improvement programing which involves child abuse programs, housing

rehabilitation, transportation for the elderly, etc.

Q To your knowledge, are females participating in Project Mainstream?

A In what way?

Q If you know, just yes or no; on whether females are participating in Project Mainstream.

A Yes, they are.

Q Then would you explain in what way?

A Well, females participate on the Coordinating Council of course of Project Mainstream as far as the management of the project is concerned. Females are-- I am not sure of the level of their responsibility. I know that there are--Together, Inc. on their staff has females that do have some management or decision-making responsibility; and the United States Jaycees, the secretary to the Program Manager, of course, is a woman.

As far as the benefits of the program are concerned, they are extended to all people, male, female, regardless of race, color or creed, etc.

Q Are you aware of any standard applied by the Coordinating Council which would exclude applicants for sub-grants who have females among the membership?

A No, no, sir.

Q Have the National Jaycees given any such

directions to the Coordinating Council or to Together, Inc.?

A The only--and I am not--I don't say for certain--the only case where there might have been any directions issued is, as you know we currently have two disaffiliated chapters who are in litigation with us, and the only directions that may have been given would have been given in regard to those two chapters but I don't know for certain that that was done.

THE COURT: Let me ask you this: This recreational program in Harlem, in the Harlem Community, is that part of the Mainstream Project?

A Your Honor, I don't have personal knowledge of the document to which you are referring or the project that that refers to. If you could clarify that document, I might.

THE COURT: Well, there was a check put in evidence, Exhibit 1, $2,250 check dated February 16, 1974; to the order of the New York Jaycees signed, United States Jaycees Foundation-Mainstream. Does that refresh your recollection?

A Yes, sir.

THE COURT: All right. So that we have a program called the recreational program in Harlem Community which is part of Mainstream; is that correct?

A Your Honor, I don't remember.

THE COURT: There wouldn't be a check made Mainstream unless it was Mainstream, would it? Is there any argument about that?

MR. CORBER: Your Honor, we don't argue with what the New York City Jaycees states is the fact with respect to that. I think the problem is that Mr. Roper has no direct knowledge of the way in which these funds are being used locally.

THE COURT: Show him the check Exhibit 1.

A I have knowledge of the check, your Honor.

THE COURT: You have knowledge. You can read. Look at this.

A But I don't have knowledge of the specific project for which this check was intended.

THE COURT: I see but you don't doubt that it's a Mainstream project? That is all I am interested in. It says, "Mainstream" on top of the check.

A No, sir, I have no doubt.

THE COURT: That is all. We misunderstood each other. All right. Now, let me see Exhibit 2.

Exhibit 2 is a grant application by the United States Jaycees Foundation, correct?

A Yes, your Honor.

THE COURT: Show it to him.

(Paper handed to witness.)

A Yes, your Honor.

THE COURT: Does that indicate participation by Jaycee chapters locally?

A Yes, your Honor, it does.

THE COURT: Does participation by Jaycee chapters locally also mean participation by the members of those chapters in these projects?

A Yes, your Honor.

THE COURT: Project Mainstream. It does. All right. Now, I want to show you Exhibit A, dated June 28, 1973 addressed to the United States Jaycees Foundation, by the Office of Economic Opportunity, and call your attention to the general conditions governing grants. Paragraph 6 on page 2 thereof; and ask if you would read that into the record please.

Read it out loud into the record, "Discrimination."

A Paragraph 6, "Discrimination prohibited. No person in the United States shall, on the ground of race, color, religion, sex, age or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination under the program approved as a result of this funding request. The grantee

and its delegate agencies will comply with the regulations promulgated by the director of O.E.O. pursuant to the Civil Rights Act of 1964 and pursuant to the Economic Opportunity Act of 1964 as amended."

THE COURT: Do you see the word, "Sex," in there among the classes as to which there shall be no discrimination?

A Yes, your Honor.

THE COURT: Is that a contract that you made with the O.E.O.?

A Yes, your Honor.

THE COURT: Did you consider whether or not you would be in breach of that contract if they kept women out of participation in the program by virtue of keeping them out of the membership of the New York City chapter of the Jaycees?

A Your Honor, we not only considered it, we discussed it with the attorneys in the Department of-- in the O.E.O. and since women can participate in the project, members of the Jaycee auxiliaries, for example, participate in the projects throughout the nation, and since women are involved in the community action agencies, who are partners in the Mainstream Project, we feel that we are in compliance with that provision.

Q May I ask has the Office of Economic Opportunity questioned whether that provision is being properly implemented by the United States Jaycees?

A To the best of my knowledge, after the initial investigation by the attorneys--

THE COURT: Which attorneys?

A For the department, for the Office of Economic Opportunity, and their determination is that we were not in violation of that particular clause, there has been no further investigation.

Q May I call your attention again to Exhibit 2 which is a grant application to the Office of Economic Opportunity and ask you whether to your knowledge the New York City Chapter of the Jaycees has received any funds pursuant to the grant referred to there.

A This is last year's grant application, and the only knowledge I have as to whether the New York City Jaycees received any funds was Mr. Warfield's earlier testimony.

THE COURT: Do you understand that if the New York City Jaycee chapter is disaffiliated, that it will be or will not be eligible under the Mainstream program?

And be careful because if you commit yourself

now they will hold it against you with an estoppel.

A Your Honor, I am really not in a position to answer that question because it would have to be considered by of course the Coordinating Council, it would have to be considered by the trustees of the United States Jaycees Foundation; and I would naturally seek advice of counsel.

THE COURT: Any further questions?

MR. CORBER: Yes, your Honor.

THE COURT: Finish up if you can. I have another matter.

MR. CORBER: May I have this marked?

(Defendant's Exhibit B marked for identification.)

Q I show you a notification of grant award from the Department of Health, Education and Welfare bearing the number in the upper right-hand corner, 607590 and marked as Defendant's Exhibit B, and ask you if you are familiar with that document.

A Yes, this happens to be a copy of our contract with the Department of Health, Education and Welfare for our Environmental Improvement Program.

MR. CORBER: I ask that that be received.

(Defendant's Exhibit B received in evidence.)

Q Mr. Roper, I'd like to call your attention to the fact that on the first page of Defendant's Exhibit B, is a reference to a total support for this project of $111,500 coupled with a reference to federal support of $21,500. Could you explain what those figures mean?

A Yes, those figures mean that in order to acquire the grant from the Department of Health, Education and Welfare in the amount of $21,500, the United States Jaycees and its affiliates must demonstrate an additional $90,000 in this case, of funding or the value of goods and services.

Q Where do the other funds come from other than the $21,500?

A They come from primarily two sources. One is from the funding that we raise in the private sector from corporations and foundations; and then of course the second source of funding is the funds that are raised on the local level to support Environmental Improvement Program.

Q Are women involved in this Environmental Program?

A Women would be involved as in the auxiliaries of the United States Jaycees, and those who may be

associate members of the United States Jaycees, in some of our chapters.

THE COURT: Could I ask you a simple question? Why in the year 1974 doesn't the Jaycees want women in their membership?

A Your Honor, I really don't feel that I am in a position to answer that. Anything I would say would be a personal opinion.

THE COURT: I am interested in your personal opinion. You are testifying here. Do you have a personal opinion? I will see that you don't get fired if you voice it.

A I really don't know, your Honor. I think for the most part our strength probably is--the major reason is most of the strength of the United States Jaycees lies in the rural areas; as demonstrated by the fact that a city of seven million, New York City, has 114 members. In some communities of 500, they have sometimes 20 or 30 members, you see; percentage-wise. So our strength is primarily in the rural areas, and I think that since the strength is primarily there, most of the members in those areas don't feel that having women in the chapters would be--

THE COURT: They want to get away from the house when they have a meeting, is that it?

A I don't know, your Honor. I'd say that the reasons are numerous.

THE COURT: Now let me ask you this: Is it any concern to you that the New York State Attorney General has threatened to take away the charter of the New York City Jaycees unless they take women in?

MR. CORBER: Your Honor, I must respectfully disagree.

THE COURT: You except?

MR. CORBER: I disagree with the characterization of what the Attorney General has done. I didn't go into that.

THE COURT: Bring it out.

MR. CORBER: I didn't go into that on cross examination this morning.

THE COURT: Bring it out your own way.

MR. CORBER: The fact is that the New York City chapter had decided to change its by-laws on membership before they received anything from the Attorney General's Office and the Attorney General did not say that, "We'll bring action." He said, "We may do something if you don't admit women at the meeting," which had been scheduled at or around that date.

But I think in putting all of the circumstances

together, it is less than a threat of action by the Attorney General.

THE COURT: But the Human Rights Law in New York includes sex as one of the classes not to be discriminated against, does it not?

MR. CORBER: In employment, your Honor, that's correct and we are not talking about employment, we are talking about internal membership of a private organization.

THE COURT: All right, I understand your point. Anything else of this witness?

MR. CORBER: Yes, I think I should put all of these contracts in.

THE COURT: Do it without asking. Just show them to Miss Kahoe and let's get on.

(Defendant's Exhibit C marked for identification.)

(Defendant's Exhibit D marked for identification.)

(Defendant's Exhibit E marked for identification.)

MR. CORBER: Your Honor, I will authenticate this with the witness.

THE COURT: You don't have to, as long as

there is no objection I will recognize them as authentic.

MS. KAHOE: No objection.

(Defendant's Exhibits C, D and E received in evidence.)

Q Are women participating in the Criminal Justice Program which is funded under the Department of Labor grant?

A Yes. We have established auxiliary chapters in prisons for women.

Q What about the Alcoholic Program?

A We have made a sub-grant to the New Jersey Jaycee-ettes in that program, local chapter. Actually it's a State organization grant to the New Jersey auxiliary.

Q Are women employed in the headquarters of the U.S. Jaycees?

A Yes, we have a number of women in our headquarters.

Q Any in management positions?

A Yes, we have two women which are in staff officer positions and several other women in supervisory positions.

Q You have previously testified in affidavits submitted in this case, Mr. Roper, that the budget for the Jaycees for the current year, I believe, it is

$ 3,639,000, and that $1,143,000 of that amount is accounted for by federal contracts and grants. Do you recall those data?

A Yes, I do.

Q Where does the $2,500,000 difference come from?

A This year approximately $1.2 million will come from membership dues, and approximately $340,000 will come from income off the sale of Jaycee supplies; we have other sources of income such as the sale of our mailing list, the sale of time on our computer, various income items which account for a substantial portion, plus this year we expect approximately $300,000 in income from the private sector--that's corporations and foundations.

THE COURT: What is your total?

MR. CORBER: The total budget figure, your Honor?

THE COURT: Total income.

MR. CORBER: It's $2,500,000 that we are accounting for, out of the total of $3,639,000.

Q So all of this $2,500,000 comes from non-government sources.

A That's correct.

THE COURT: What about the other side, the out-go? What is the out-go side?

A Your Honor, all of the money of course that comes from the government for these five specific program areas can only be spent on those five specific program areas.

THE COURT: Nothing is added to that except in the case of the Labor Department?

A No, your Honor, we have had additional funding in the Environmental--not Environmental Improvement--we have had additional funding in the Environmental Improvement. We have had some additional funding in the Human Improvement area or Project Mainstream, under that general umbrella.

We have had--

THE COURT: But anyhow Mainstream you give no additional money, is that right?

A Not from internal funds, no, your Honor.

THE COURT: All right. What do you use the other money for?

A Our other income, your Honor?

THE COURT: What do you do?

A Well, your Honor, basically we have what we term our external programs or projects, and this is all of our projects that are--

THE COURT: You have got a budget here? Have

you got a budget I can look at?

MR. CORBER: I'm afraid we don't.

A These are all of our projects--I can explain it--these are all of our projects relating to community activities.

THE COURT: Not funded by the federal government?

A Well, a portion of them are. We consider Mainstream, Alcohol, Environment, Criminal Justice, as part of our community action programs. But we have others in addition to that. And all of the money, those are practically totally supported by external funds both public and private. The money comes in and it's earmarked for those projects and it goes out, for those projects. Then we have our internal programs such as our leadership development programs, our chapter management programs, etc., a good portion of these are sponsored by internal funds, that's with membership dues. A portion of them are sponsored with external funds. That is by corporations and foundations.

The remainder of the funds, your Honor, is used to support the operations of our headquarters which provides a multitude of services to the local

chapters and State organizations.

THE COURT: All right, anything else?

MR. CORBER: Yes. There are two other areas, your Honor, I think I need to cover.

THE COURT: What are they?

MR. CORBER: One is the participation by representatives of these agencies in the internal affairs of the U.S. Jaycees.

THE COURT: You mean government agencies?

MR. CORBER: Yes, sir.

THE COURT: Go ahead.

Q Let me just ask you directly: Do any representatives of these U.S. government agencies from which contracts or grants have been received participate in the internal organization meetings and affairs of the Jaycees?

A The only participation that I am personally aware of is on the Coordinating Council as the previous witness pointed out; and we did have a representative from the International Institute of Alcoholism and Alcohol Abuse and some representatives from the Office of Economic Opportunity at our July training sessions where we give training to our U.S. Jaycee directors and our State Presidents on these programs. They assisted

in the training function.

Q Do they address themselves in any way to the internal policies of the U.S.Jaycees?

A No, they would not.

Q Do they sit in any meetings of the Executive Committee?

A No, they do not.

Q Do they participate in any meetings of the officers or directors of the Board of the U.S. Jaycees?

A I don't remember a representative of an agency ever having attended our Executive Board Of Directors Meeting.

Q Sit in on any budget meetings?

A No, they do not.

Q Have they issued any directions to you in regard to membership, membership policy?

A No, they have not.

Q Is all of their control or participation related to performance of the projects that are funded by these grants and contracts?

A That's correct.

Q Could you explain what the Jaycee-ettes are?

A Jaycee-ettes are the auxiliaries of the Jaycee organizations throughout the nation; but they are

also known by various names. In some States they are known as the Jaycettes, Jaycee Wives, Jaycee Janes, etc. The name is not consistent from State to State.

THE COURT: How old do you have to be to stop being a junior? Is there any age limit now?

A On the Jaycees, your Honor?

THE COURT: Yes.

A 18 is the minimum age and 36 is the maximum age.

THE COURT: 36 is the maximum.

MR. CORBER: Your Honor, there are two or three relatively minor corrections that we would make to the affidavit, two affidavits that Mr. Roper has submitted.

THE COURT: Write me a letter.

MR. CORBER: We can do that in our letter. If there is to be any cross examination on that I should make those today.

THE COURT: Go ahead.

Q Do you have a copy with you, Mr. Roper, of the first exhibit which you submitted in this case?

A The affidavit?

Q The affidavit.

A I don't have it up here at my--at the witness

stand.

Q I show you page 3 of the affidavit which was executed on February 27, 1974, and ask you if you have any corrections you'd like to make to that.

A Yes, I do. In the third paragraph, I stated that, "Those visits occur only two or three times a year," which was in reference to officers of the United States Jaycees visiting New York City and New York State.

I overlooked the presence of our regional staff officer headquartered in Marlboro, Massachusettes, who has occasion to come to New York State perhaps six, eight, ten times a year.

Q If you will turn to page 5.

A On page 5 in the third line, that should read, ---it now reads, "And has been sub-contracted to a group of consultants." It should read, "And a portion of it has been sub-contracted to a group of consultants."

Q Would you refer to page 3 and the paragraph beginning with the sentence, "That meeting has never been held." And explain what you meant by that statement?

A This was in reference to the hearing which was to have been held with representatives of the New York City Jaycees before our Executive Board of Directors on the

subject of revocation of their charter; and of course prior to the time that that was scheduled, the litigation was commenced in New York City; and Mr. Warfield and I discussed on the phone whether or not he should come to Tulsa, Oklahoma, for the Executive Board of Directors Meeting, and it was--I felt that since we were already in litigation, I told him I felt the trip would probably be good only from a public relations point of view.

Therefore, Mr. Warfield decided not to come, and we subsequently did not have that hearing before our Executive Board of Directors.

Q So the New York City chapter did not appear before that meeting?

A That's correct.

Q Or participate in it?

A That's correct.

THE COURT: Let me ask you this: You say you get $200,000 from membership dues?

A No, $1,200,000.

THE COURT: $1,200,000 from membership dues?

A Yes, your Honor.

THE COURT: The United States Jaycees gets that?

A Yes, your Honor.

THE COURT: Are those direct dues from the members or from the chapters?

A Those are direct dues from the members that are funneled through the chapters.

THE COURT: Through the chapters but they come from all over the United States?

A Yes, your Honor.

THE COURT: They are mailed in, is that it?

A They are received--most generally, your Honor, they are received from--the local member pays into the chapter; the chapters submit them to the State organization, the State organization submits them to the U.S. Jaycees so that when we receive, for example, the membership dues for the State of New York, we will receive one check.

THE COURT: But you receive that check by mail from New York to Oklahoma, is that right?

A That's correct, your Honor.

THE COURT: In inter-state commerce. Well, I won't ask you that. All right. Anything else?

MR. CORBER: No, your Honor.

MS. KAHOE: Your Honor, I have four questions.

CROSS EXAMINATION

BY MS. KAHOE:

Q Mr. Roper, are you aware whether Rochester and Philadelphia, the two disaffiliated chapters, had any Project Mainstream or any federal funds?

A I--and of course this is not personal knowledge but what I have heard--I hear that the Philadelphia chapter has a substantial school breakfast program for the disadvantaged children in their community which is federally funded.

Q What happened to that? Does that come through the U.S. Jaycees?

A This was separate.

Q I mean through U.S. Jaycees. Do either of those chapters have Project Mainstream grants that they get through you?

A I don't know whether Philadelphia had a Project Mainstream grant or an alcohol grant last year. I didn't say--

THE COURT: What I don't understand is this: Why can't we have a breakdown of Mainstream money to see who gets it? Isn't that available? It would be on one sheet, wouldn't it?

MR. CORBER: You mean--

THE COURT: Which chapters get the money and what?

MS. KAHOE: Your Honor, in part of those exhibits you will see the Mainstream grants for last year, and each of the chapters that got money, how much money and the project was described in one of those exhibits.

THE COURT: All right, good, I didn't see that.

Q Mr. Roper, you mentioned corporate sponsorships as part of your funding.

A Yes.

Q Are you aware that in New York City one of the major corporations which supports the New York City Jaycees threatened to take away their funding, their support if women were not admitted to the local chapter?

A I don't remember specifically being informed of that but it's entirely possible that Mr. Warfield might have mentioned that to me in a telephone conversation.

Q Knowing that this is a major source of revenue, did that not concern the U.S. Jaycees?

A Not being aware of the internal operations of the New York City Jaycees, not being aware of the necessity of that funding for the continued operation of

New York City Jaycees, I really wouldn't be in a position to form an opinion.

Q Mr. Roper, you testified to the participation and so forth in projects. What precisely does the member of the Jaycee, the Jaycee member, get out of this swing, the shift from business interest to community interest? What is the benefit to the member from the projects which the federal funds are directed toward? Do you understand the question?

A I understand the question. Of course my response will be personal opinion because I think the benefits--

Q Fine, I will accept your personal opinion.

A --would vary from member to member depending upon their particular circumstances.

Q But the organization has an idea of what the member should get out of it?

A Right.

Q And what is that?

A Well, the members should get, for example, a sense of satisfaction for having assisted in community orientated projects. The member should get a sense of fraternity or fellowship with the people that he or she is involved with in the particular project. The member should attain a degree of training

in how to manage a project.

Q Let me ask you this: Those are the benefits which you say the individual member of the local chapter gets. Right?

A I don't mean this to be an all-inclusive list by any means.

Q Fine.

A But you know it's three--

Q In point of fact, by excluding the women from the local membership, aren't you excluding them from that benefit?

A I don't believe so, again personal opinion, in that I know in most of the Jaycee chapters throughout the nation where they have auxiliaries, the auxiliaries are intimately involved with Jaycee projects.

Q Do they have voting rights?

A In many cases they participate as project chairmen.

Q Do they have voting rights?

A They have voting rights in the auxiliary.

Q Do they have voting rights in the Jaycee chapter?

A No, they do not.

Q Do they control any of the policies of the

Jaycee chapter?

A They do not have a--other than in many cases the wife--I mean the President of the auxiliary--the President of the auxiliary serves as an ex-officio member of the Board of Directors of the local chapter.

Q In other words, the women get to do all the work but do not get any of the benefit of membership in the Jaycees except--

THE COURT: Except ex-officio.

Q Except ex-officio.

MR. CORBER: Objection, argumentative.

THE COURT: Sustained.

MS. KAHOE: I will withdraw it.

THE COURT: Let's not get involved in that.

Q Mr. Roper, one further question. You brought up the question of your affidavit and I refer you to page 3 of your first affidavit, the paragraph concerning the meeting never held. You say that meeting was never held in that the New York City chapter did not appear, but in fact, Mr. Roper, wasn't a resolution passed revoking the New York City charter prospectively?

MR. CORBER: Objection, your Honor, that is an unfair characterization of the resolution, and that is not something that is in the record but I think--

MS. KAHOE: Your Honor, I believe the resolution is before the Court. It was submitted by affidavit. Mr. Roper was given--a copy was served.

THE COURT: I don't remember but I think it's in the record.

MR. CORBER: Well, it's in the file certainly, your Honor; and I have no objection to a reference to the resolution but I would ask that the resolution be produced and read if it's going to be referred to.

THE COURT: Put it in evidence. You should do that.

MS. KAHOE: All right.

Q Mr. Roper, I am showing you a resolution. Can you identify that for us; and there is also a cover letter I believe from you.

A The cover letter is from our legal counsel, Brian Heaney and that is the U.S. Jaycees' appointed legal counsel.

Q Mr. Roper, would you read the resolution? I don't think all of it is necessary, but, Mr. Corber, you want to see this or do you have a copy?

MR. CORBER: I have a copy.

MS. KAHOE: Your Honor, do you need a copy of this?

THE COURT: I don't know.

Q Will you read the resolution? Do you want the entire resolution read into the record?

THE COURT: No, I just want it marked. I don't want anything read. Just mark it what number.

Q You do recognize this?

A Can I keep it in front of me if you are going to question me on it?

Q In fact, that resolution was passed by the Board of Directors?

A Yes, it was.

MS. KAHOE: No further questions.

THE COURT: Put it in.

(Plaintiff's Exhibit 8 received in evidence.)

MR. CORBER: Your Honor, could I ask just one additional question to clarify something that came up and that is the question of --

REDIRECT EXAMINATION

BY MR. CORBER:

Q What happens to the funds received from the government for Project Mainstream, the $574,000? Can you state or do you have knowledge of how that sum is divided up among the U.S. Jaycees, the Jaycees Foundation, and so forth?

A Yes, of the total amount, $225,000 is retained in the foundation for local chapter and State organization seed grants, and this money is then disbursed upon the recommendations of the Coordinating Council and it is disbursed by the foundation directly to the local chapters or State organizations.

Together, Inc. is--and I'd like to clarify this--is a delegate agency of the United States Jaycees; and they have a--their portion of the contract comes to $196,535; and--

THE COURT: How much?

A $196,535; and this money is used to support all of their operations as regards to Project Mainstream.

Then the United States Jaycees receive $152,465 to support our activities in the Humane Improvement area which encompasses more than Mainstream but encompasses also child abuse, low-income housing, assistance to the elderly, etc.

THE COURT: All right. Thank you very much. I will reserve decision.

Now, I want to tell you since you are the Executive Vice-President, that a stipulation has been executed here which reads: "It is hereby ordered that the temporary restraining order issued by the Court on

February 11, 1974, extended by the consent of the defendant up to and including March 11, 1974, is hereby extended up to and until a final determination by this Court on the motion for a priliminary injunction," and therefore no action may be taken by the Board of Directors of the United States Jaycees, Inc., or anybody else for that matter, to revoke the charter of the New York City chapter until such time as I may rule otherwise.

Is that understood?

A Yes, your Honor.

THE COURT: You will communicate that to your Board?

A Yes, your Honor.

THE COURT: All right.

MR. CORBER: Does your Honor intend to hear arguments?

THE COURT: No, I don't want any argument but I am wondering whether, in view of the record made, anybody wants a brief, another brief.

MR. CORBER: I think we would like to file something, your Honor.

THE COURT: All right.

MS. KAHOE: I think I would go along with that.

THE COURT: I figured you would. That is why

I am so insistent on continuing the temporary restraining order, so nobody is harmed. How much time would you want, Mr. Corber?

MR. CORBER: I wonder how soon the transcript will be ready.

THE COURT: Did you order the transcript?

MR. CORBER: I intend to.

THE COURT: Always state that in advance in this Court because it would have saved me a lot of note-taking.

MR. CORBER: We would like to order the transcript, your Honor, and I would say that we would need not more than a couple of weeks after the transcript is available to submit our document.

THE COURT: Why don't we say exchange briefs two weeks after the transcript is delivered, and then one week for reply and then I will take it under advisement.

I just want to call attention to the fact we haven't argued this motion on the personal jurisdiction, and I just want to give you a thought that it strikes me that it may be that the provision of the C.P.L.R. which deals with tort may be applicable here.

MS. KAHOE: 313.

THE COURT: What is it?

MS. KAHOE: 313.

THE COURT: There is not much law if any but--

MS. KAHOE: 301 and 302 then, your Honor, I have two sections.

THE COURT: It's 302(a)3.

MR. CORBER: Yes, that is the one we had argued, your Honor, by the New York Courts has been limited to products liability.

THE COURT: As long as you are familiar with it, because my mind is running toward that in connection with interstate commerce and it's been developed here that there is interstate commerce.

MR. CORBER: Yes.

THE COURT: All right, decision is reserved.

(Court adjourned.)

* * *

WITNESS INDEX

Name	Direct	Cross	Redirect	Recross
James J. Warfield	2	13		
Gilder Washington	24	37		
Raymond Roper	44	82	88	

EXHIBIT INDEX

Plaintiff	Identification	In Evidence
1	9	23
2	28	
3	31	
4	32	
5	35	35
6		36
7		37
8		88
Defendant		
A		60
B	67	67
C	71	72
D	71	72
E	71	72

THE UNITED STATES JAYCEES
FOUNDATION - MAINSTREAM

2/16 19 74 43

PAY TO THE ORDER OF The New York Jaycees $

only Two Thousand Two Hundred Fifty Dollars

DISTRICT OF COLUMBIA *** NATIONAL BANK
WASHINGTON, D. C.

Ray Lowe

Daryl K. Dickens

⑆054001201⑆ 038 410 184 21⑈

PLAINTIFF
EXHIBIT
U. S. DIST. COURT
E. D. OF N. Y.
APR 9 - 1974

A-109

SUMMARY OF GRANT APPLICATION

(For Health Demonstration Programs under Section 222, Research and Pilot Programs under Section 232, and Special Impact Programs under Section ... of the Economic Opportunity Act.)

1. TYPE OF APPLICATION: [X] NEW [ ] CONTINUATION OF GRANT NO. ____

2. NAME OF OEO PROJECT MANAGER

Form Approved OMB No. 116-R0199

FOR OEO USE ONLY

ORGANIZATION NO.

DATE RECEIVED

SECTION I. APPLICANT INFORMATION

3. NAME OF APPLICANT AGENCY: United States Jaycees Foundation

4. ADDRESS (No. and street, city, state and ZIP CODE): P.O. Box 7, Tulsa, Oklahoma 74102

APPLICANT AGENCY PROGRAM MANAGER

5. TELEPHONE NO. OF PROGRAM MANAGER: (918) 584-2481

7. POLITICAL JURISDICTIONS IN WHICH OEO FUNDED ACTIVITIES WILL TAKE PLACE

A. COUNTIES	B. CITIES (Municipalities of 25,000 or more)	C. CONGRESSIONAL DISTRICTS

8. TYPE OF AREA SERVED BY PROJECT

[ ] PROJECT NOT PROVIDING SERVICES TO RESIDENTS IN A DEFINED AREA [ ] LESS THAN COUNTY-WIDE [ ] CITY

[X] MULTISTATE [ ] STATE [ ] MULTICOUNTY [ ] COUNTY [ ] RESERVATION [ ] OTHER (Identify) ____

[ ] LESS THAN CITY-WIDE [ ] TRUST TERRITORY

9. TOTAL POPULATION IN AREA SERVED

[ ] CHECK HERE IF PROJECT DOES NOT PROVIDE SERVICES TO RESIDENTS OF A DEFINED AREA (Proceed to Item 10.)

URBAN (Municipalities of 10,000 or more) ____ RURAL ____

(ONLY NEW GRANT APPLICANTS COMPLETE ITEMS 10 thru 13.)

10. TYPE OF AGENCY (Check more than one if applicable)

[ ] INDIAN [ ] MIGRANT [ ] COMMUNITY ACTION AGENCY [X] LIMITED PURPOSE AGENCY (Applicant not recognized as a Community Action Agency.)

[ ] STATE ECONOMIC OPPORTUNITY OFFICE [ ] TRUST TERRITORY

11. INTERNAL REVENUE SERVICES EMPLOYER IDENTIFICATION NO. (Assigned by IRS Form SS-4)

United States Jaycees Foundation 73-6113776

12. APPLICANT TYPE

[X] PRIVATE [ ] PROFIT [X] NONPROFIT

[ ] PUBLIC [ ] CITY GOVERNMENT [ ] COUNTY GOVERNMENT [ ] STATE GOVERNMENT [ ] TRIBAL COUNCIL [ ] REGIONAL BODY [ ] OTHER

13. APPLICANT FUNCTION (Check most applicable item(s))

[ ] ELEMENTARY/SECONDARY SCHOOL [ ] INSTITUTION OF HIGHER EDUCATION [ ] HEALTH AND WELFARE AGENCY [ ] RELIGIOUS ORGANIZATION [ ] LEGAL SOCIETY [ ] EMPLOYMENT/MANPOWER AGENCY [ ] NEIGHBORHOOD BASED ORGANIZATION [ ] COOPERATIVE [ ] COMMUNITY DEVELOPMENT CORPORATION [X] OTHER (Specify) Young men's service organ.

SECTION II. PROJECT SUMMARY

14. WILL THE ADMINISTRATION OF ANY PART OF THE WORK PROGRAM BE DELEGATED TO ANOTHER AGENCY?

[ ] YES [X] NO (If "Yes", CAP Form 11, "Assurance of Compliance with Civil Rights Act of 1964," must be filed for each delegate agency. If it has not been previously submitted, it should be submitted with this application.)

15. FUNDING PERIOD FOR WHICH FUNDS ARE REQUESTED		16. TOTAL REQUESTED BUDGET PER OEO FORM 325	
BEGINNING DATE	ENDING DATE	OEO FEDERAL	NON-FEDERAL
4/1/72	9/30/73	$345,964	

FORMER OFFICE OF ECONOMIC OPPORTUNITY EMPLOYEES

... below if the answer to any of these questions is positive.)

... OEO within the last 12 months (whether as a regular or part-time employee or consultant) serve as ... governing board of, or have any financial interest in: (a) the applicant agency; (b) an agency to ... istration of any part of the program; or (c) a prospective contractor or subcontractor who will ha...

... cutive capacity, in a position paying more than $18,000 per year, for any of the above ...

... the program which is to be supported by the grant?

... will any such person participate, in the preparation of this application or in communica... ...ed grant?

..., attach a listing of the names of any OEO employees involved, their positions with OEO, ... relationships with the applicant.)

PLAINTIFF EXHIBIT U. S. DIST. COURT S. D. OF N. Y. APR 9 - 1974

A-110

BUDGET SUMMARY

h Demonstration Programs under Section 222, Research and rams under Section 232, and Special Impact Programs under 51, of the Economic Opportunity Act)

1. NAME OF APPLICANT AGENCY: UNITED STATES JAYCEES FOUNDATION

2. DATE SUBMITTED:

Form Approved OMB No. 116-R0200

MENT OR CONTINUATION APPLICATIONS

NO.	3. FUNDING PERIOD FOR WHICH FUNDS ARE REQUESTED		C. PROGRAM ACCOUNT TITLE AND NO. (As shown on most recent OEO Statement of Grant)	D. ESTIMATED UNEXPENDED OEO FEDERAL FUNDS AVAILABLE AT END OF CURRENT FUNDING PERIOD (Attach most recent Quarterly Financial Report - Support Data Sheet)
	BEGINNING DATE	ENDING DATE		
	4/1/'72	9/30/'73		$

N I. BUDGET SUMMARY (NEW APPLICATIONS - complete Column E only. CONTINUATIONS - complete Columns C and E only. AMENDMENTS - complete Columns C, D and E.)

COST CATEGORY	C. OEO APPROVED BUDGET FOR THE CURRENT FUNDING PERIOD (No months of Operation ____)		D. REQUESTED AMENDMENT TO CURRENT OEO APPROVED BUDGET (+ OR -)		E. TOTAL REQUESTED BUDGET (No. months of Operation 18)		FOR OEO USE ONLY F. TOTAL OEO APPROVED BUDGET (No. months of Operation ____)	
	OEO FEDERAL (1)	NONFEDERAL (2)	OEO FEDERAL (1)	NONFEDERAL (2)	OEO FEDERAL (1)	NONFEDERAL (2)	OEO FEDERAL (1)	NONFEDERAL (2)
ries and Wages					$ 85,550			
ge Benefits (13?) ployer share only)					11,122			
sultants and Pro- ional Services					10,000			
vel					116,000			
ce Costs and tals					6,750			
sumable Supplies					35,700			
se and chase of Equipment					1,000			
ocal ital Capital Grants					80,000			
her Direct Costs					10,964			
direct Costs								
TOTAL					$345,964			

ON II. ESTIMATED FUTURE COSTS (Entries in this section do not constitute a formal request for OEO approval for future program operations.)

	Estimated Total Federal Share to be Requested from OEO	No. months of Operation
R THE NEXT FUNDING PERIOD (To be completed by all applicants.)		
R THE BALANCE OF THE PROJECT (To be completed only for applications ding under Section 232. Do not include amounts in Item 1.)		

NOV 71

C 72-6623

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BUDGET SUPPORT SHEET - PART II (Budget Support Data)

(For Health Demonstration Programs under Section 222, Research and Pilot Programs under Section 232, and Special Impact Programs under Section 151 of the Economic Opportunity Act)

Page _____ of _____

Form Approved
OMB No. 116-R0200

ME OF APPLICANT AGENCY

2. TYPE OF GRANT
☐ NEW ☐ AMENDMENT
☐ CONTINUATION OF GRANT NO. _____

3. DATE SUBMITTED

BUDGET SUPPORT DATA *(Itemization of Cost Categories other than Salaries and Wages. Show subtotal for each cost category.)*

	DESCRIPTION OF ITEM AND BASIS FOR VALUATION B.	AMOUNT OR VALUE OF ITEM: OEO FEDERAL SHARE C.	AMOUNT OR VALUE OF ITEM: NONFEDERAL SHARE D.
	Includes Legal, Accounting, Liaison, Council services	$10,000	c/plan
	Officer Travel ($5,000); Staff Travel ($18,000);		outline
	Consultants Travel ($10,000); Coordinating Council ($29,175)	116,000	
	Regional Seminars (5 for 60 people each for 2 days = $53,825)	6,750	
2	Space (4 offices=750 sq.ft. @ $6.00/sq.ft/year x 1 1/2 yrs)		
3	Consumables (Project Kits, $12,000; Newsletter, $18,000;		
	Postage, $3,000; Publications, $500; Office Supplies, $1,200;	35,700	
	Report Forms, $1,000)		
.4	Depreciation on: 4 desks, 5 files, 2 typewriters, 6 bookcases,	1,000	
	10 chairs, 3 tables, 6 lamps		
.5	Local Grants: (10 target cities @ $5,000 each and Mini-grants	80,000	
	to 90 communities @ $30,000 total		
.6	Other Direct Costs: (Telephone, L.D. $150/mo./man or		
	$150x3x18= $8,100; Fixed rate 4 phones @$12/mo = 864;	10,964	
	Data Processing, $2000		
	GRAND TOTAL *(Show on Page 1 only.)*		

BUDGET SUPPORT SHEET - PART I (Salaries and Wages)

(For Health Demonstration Programs under Section 222, Research and Pilot Programs under Section 232, and Special Impact Programs under Section 151 of the Economic Opportunity Act)

Page _____ of _____

Form Approved OMB No. 115-R0200

2. TYPE OF GRANT
XX NEW ☐ AMENDMENT
☐ CONTINUATION OF GRANT NO. _____

3. DATE SUBMITTED

NAME OF APPLICANT AGENCY
UNITED STATES JAYCEES FOUNDATION

SALARIES AND WAGES *(Itemization of Cost Category No. 1.1)*

PAID PERSONNEL *(Complete Col. C only when Nonfederal Share is entered in Col. E.)* TITLE OR POSITION A.	NO. MAN MONTHS B.	TOTAL SALARIES AND WAGES (Col. D + E) C.	FEDERAL SHARE D.	NONFEDERAL SHARE E.
ject Director	18	$27,000		
sistant Director	18	18,000		
cretary/Researcher	18	9,900		
erk-Typist	18	6,650		
C. Liaison Director	18	12,000		
.C. Liaison Assist.	18	9,000		
.C. Liaison Sec.	18	3,000		
SUBTOTAL (This page) (Use continuation sheets.)		$85,550		
GRAND TOTAL, PAID PERSONNEL (Show on Page 1 only.)				

5. VOLUNTEERS

CATEGORY OF VOLUNTEER (List in Wage Rate Sequence) A.	WAGE PER HOUR B.	TOTAL HOURS C.	NONFEDERAL SHARE (Col. B X C) D.
SUBTOTAL (This page) (Use continuation sheets.)			
7. GRAND TOTAL, VOLUNTEERS (Show on Page 1 only.)			

GSA DC 72-6822

PROJECT SUMMARY

This proposal seeks support of the United States Jaycees' demonstration project in government-private sector cooperation. The objective of the project is to develop an on-going partnership between the Jaycees and Community Action Agencies which can determine, obtain, and provide needed services for the poor. The approach, to borrow from the social sciences, is dynamic; that is, the interaction between as well as the input of each group should produce effects greater than those created by each group working independently. Back up support will be provided by the Jaycees through the establishment of a program Coordinating Council and by the national Jaycee network of information and resources.

The project request covers an 18 month period and includes the following elements:

1). A 19 member Coordinating Council to assist in planning, coordinating, and evaluating the project.

2). 5 Regional Workshops to provide information and goals for CAA's, Jaycees, and other groups and individuals.

3). Selection of 10 target cities for special p... emphasis.

4). Mini-grants to selected cities for program development.

5). Development and distribution of project materials.

6). A feedback system from local areas which will provide a basis for evaluation and for determination of program expansion beyond the pilot period.

PROJECT JUSTIFICATION

This proposal addresses itself to increasing services and opportunities for the disadvantaged. More specifically, to increasing the services and opportunities which the Community Action Agency (CAA) can provide for poor people in the community.

Since the 1964 enabling legislation, the CAA has had one goal: To establish itself as an independent local institution which is economically self-sustaining, responsive to local needs, and able to draw upon local support services to carry out its programs. At least, this was the federal intent. Sadly, almost a decade later, CAA's have not reached this goal and, more unfortunately, seem to be giving little consideration to this aim when planning programs each year. Now it is true that the CAA

has made great strides in recognizing the needs of the poor. It is also true that CAA lacks the expertise to mobilize the community behind its objectives and cannot, therefore, effectively respond to local needs. By itself, however, this reasoning is somewhat simplistic. It does not recognize the more basic fact that CAA's are unable to rouse community backing because they do not always realize that this kind of support is mandatory to their long-term survival and self sufficiency. CAA's have a strong sense of security based, for the most part, on the assumption that the government will continue its support and therefore local resources are of secondary importance. It does not matter whether this feeling was promulgated by OEO, created within the CAA itself, or grew from a combination of factors. What does matter is that this is a false security. No matter what poor people and their advocate, the CAA, feel that the government must do for them because of past injustices, there is no assurance that federal expenditures will always be available in increasing amounts. More important is that this security is detrimental to CAA objectives. It underscores the all too common belief that government is not only omnipotent but also omniscient. In truth, government alone cannot answer the needs of the poor. It lacks both money and expertise. President Nixon expressed this in the 1969

State of the Union Address:

"...We are approaching the limits of what government can do alone. Our greatest need is to reach beyond government, to enlist the legions of the concerned and committed..."

The CAA is both. The task at hand now is to spread this concern and commitment throughout the community.

Nor is the fact that CAA's have not reached their intended goal solely a CAA problem. Part of the cause rests with the citizenry which, from apathy toward or misunderstanding and fear of the needs of the disadvantaged, has as yet done little to break the poverty cycle that exists in our country.

This diffidence and temerity has many causes. For our purposes, we will consider two: First, the kind of information which is made available to the public. For the most part the media is responsible for painting a picture of the poor too remote for concern..."Job Slots Go Begging in the Inner City," too complex to understand..."Food Stamp Allowance Reduced," or too frightening to invite involvement..."Welfare Mothers Precipitate Riot." Second, there is a lack of communication among those who are informed and have the expertise to handle poverty problems. In virtually every community there are organizations, manpower,

and resources to answer the needs. Housing Commissions, CAA's, employment agencies, social welfare services, Jaycees, sectarian groups, Chambers of Commerce, and the like can each provide a service. By and large, however, each of these groups has little communication with the others though often times goals are common. As an example, in 1967, the United States Jaycees began a national program for the disadvantaged, Operation Opportunity. It grew from a realization that to survive in a changing America, Jaycees had to revise their programs and awaken the membership to the problems facing the disadvantaged. The program can be defined as a people to people approach to eliminate community ills by first identifying the needs and opportunities of the poor, helping them to recognize these needs and opportunities, and then focusing the tremendous Jaycee resources of manpower, leadership and youth upon the task. These resources are used to coordinate other available community resources into action programs aimed at involving the disadvantaged in the development of their own self help and self reliance. Now while there have been four national conferences on the program and eventhough most local chapters have chairmen to carry out programs, there is as yet little contact between the Jaycees and the various poverty groups within the community.

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What is needed, then, is not another group or organization which would become institutionalized at the local level. The need is for a partnership between those who have the expertise with regards to poor people's needs and those who can mobilize the public and the available resources into action programs which assist the poor and thereby benefit the community. Such a partnership is non-threatening. The autonomy of each partner is left untouched, enabling each to lend its particular capabilities to the task without fear that vested interests would be usurped. The effect of this team effort could be great. Action programs which would be unfeasible for any one group could be planned and carried out with a combination of talents and resources.

With these thoughts in mind, the United States Jaycees propose that the Office of Economic Opportunity consider supporting a demonstration project to develop this kind of working partnership between the Jaycees and Community Action Agencies. The CAA knows the needs. The Jaycees are an established resource with expertise in educating and mobilizing the public into action programs. This has been the Jaycee role for 52 years.

PEOPLE AFFECTED BY THE PROJECT

The proposed demonstration project will indirectly affect the entire Jaycee membership. Through Jaycee and OEO communication links, the 325,000 Jaycees in 6,400 chapters around the country and the CAA's in each of the communities will be made aware of the program, its goals and guidelines, advantages and problems. The project will directly affect the Jaycees and CAA's in 100 selected communities. There will be 10 target communities selected for special project emphasis and 90 other communities given minimal funding to develop joint Jaycee/CAA programs. In any case, the participants of these communities will be Jaycees and CAA's who are at base the mechanics, salesmen, accountants, civil employees, minority group members, taxi cab drivers, teachers, poor people, clergy and so forth. This homogeneity is the main determinant of the program's aim: The coordination of community-wide efforts to provide increased services for the disadvantaged. This cross section will also enable the Jaycees/CAA to carry out specific program plans by drawing upon the resources available from participants themselves...construction workers for housing, bankers for economic development, employment agency personnel for manpower development. The multi-faceted participation will enhance the chances

of the project's acceptability in the community because it will involve people from all occupational, economic, cultural and educational backgrounds.

Since the worth of any program is judged by this acceptability, community size and location took on a weighted value during the planning stages. Consultation with CAA's and OEO helped determine that the target communities will be of varying size and will be located in each of the 10 OEO regions. The Jaycees have chapters in each of its six Population Divisions, from Division I with up to 4,000 people in the community to Division VI which includes communities of 250,000 upward. Each of these Divisions will be represented in the program. Section I of the DETAILED PROJECT DESCRIPTION will discuss the selection of these target cities and will show that the envisioned program is flexible enough to accomodate both city size and geographic differences.

The nature of the Jaycee himself and his awareness of community problems was yet another factor considered in planning the program. Jaycees are people. They have the same jobs, biases, views, ambitions, and frustrations as everyone else in the community. But Jaycees are catalysts. They are young, eager, and interested in finding solutions to community problems...and the poor among us is a community problem. The local Jaycee joined the organization for any of several reasons. The chapter takes advantage of this many factored enrollment and offers the Jaycee

an opportunity to develop leadership skills in decision making, planning, and implementing programs for local betterment. The Jaycee Motto is "Leadership Development Through Community Involvement." As we will point out later, the Jaycees demonstrate this motto by becoming the authors of accomplishment in their own community.

The overall effort of this project is to develop an on-going partnership between Jaycees and CAA's. This will be accomplished by using Jaycees and CAA's to keep each other and the community informed about the needs of poor people and by mobilizing the local resources to solve specific problems. Through participation, Jaycees and CAA's will develop a heightened sense of concern. They will channel this concern to each other and cooperatively into projects that will effect change locally, thus creating the atmosphere for change nationally. This project will offer an opportunity to become aware of needs and to be a part of workable solutions. For many, this demonstration will be no more than an extension of the efforts they have already begun. For others, a first chance to answer that old cant, "Something ought to be done about the poor."

The answer: "You're right, brother. And I'm doing it."

DETAILED PROJECT DESCRIPTION

The objective of the proposed project is the establishment of an action-oriented partnership between CAA's and Jaycees. Section I of this project Description covers the plan of action to accomplish this objective. Section II discusses the supportive activities, personnel, materials and budget needed to bring about this partnership in many communities across the country.

Section I: Establishment of a Partnership

The United States Jaycees' demonstration project is to be a dynamic program that meshes voluntary action with CAA needs for a unified effort. President Nixon has stated:

> "...the initiative to stimulate Americans to contribute something of themselves for the betterment of the community they live in is surely the most important program the Jaycees could undertake...." (Letter to Jaycees, 1969)

The Jaycee/CAA project will provide a structure for voluntary action whereby the Jaycees and the CAA will endeavor to bring available local resources into programs which fulfill determined needs. From a pre-proposal meeting in Washington between selected Jaycees and CAA's,

specific needs were listed by the CAA's attending. From these, Jaycees selected four areas in which they will offer assistance during the pilot project period:

1). Economic Development

2). Public Relations

3). Housing Development

4). Resource Mobilization

As was mentioned earlier, the Jaycees are the authors of accomplishment. They have an established track record of activities which can be brought to bear upon the needs of CAA's. The following examples seem a bit overwhelming but they are typical of the level of production Jaycees can generate at the community level. Not all the examples pertain to the four areas mentioned above, however, these are concrete results which show what a funded and directed effort can produce.

"DO SOMETHING"

This program began in 1970. Its purpose was to survey local communities for services, enlist the cooperation of government agencies, establish a coordinating council to recruit volunteers and then match the volunteer to the needs of agencies. During the 1970-71 year, 16,890 Jaycees acted as organizers for the program. They received a total of $40,500 to promote the program. From this money, over a 10 month period, 1,126 local communities were

involved, 15,764 community agencies were serviced, and 508,952 volunteers donated an average of 11 hours each to the program. If we use 11 as our multiplier, we determine that 5,598,472 man hours were donated. Using $2.00 as the base wage donated, the total manpower dollar worth stimulated over 10 months from the original $40,500 funding was $11,196,944.

MENTAL HEALTH AND MENTAL RETARDATION (MH/MR)

From 1963 through 1968, with a sponsorship of $290,000, 2 1/2 million manhours were donated for the MH/MR program. Again using the $2.00 base wage value, $5 million was generated for the program. The National Mental Health and Mental Retardation Committee itself donated 69,000 developmental hours to the program. The overall effort was estimated at $47 million over this 5 year period. The sponsorships ended in 1968, however, the program continued. In 1970, $805,053 was raised by Jaycees to carry on established programs such as scholarships, summer camps, and grant programs.

COMMUNITY HEALTH PROGRAMS

During 1970, major efforts were made in the field of rubella immunization. Jaycees were involved in 42 states where 7 million doses of vaccine were administered and 3 million manhours were given to the task. In drug abuse,

357 chapters, in 41 states, produced 91,136 manhours for local drug programs and budgeted or raised $600,372 to run programs which ranged from rehabilitation efforts to half-way houses, and in Washington, a program which took the Jaycees underground for six months and resulted in the arrest of a major drug ring in the State.

SAFETY PROGRAM

A sponsorship of $70,000 for emergency medical services produced, over two years, $752,000 for purchasing and updating emergency equipment such as ambulances, respirators, stretchers and emergency signs. This effort was generated by 152 chapters in 32 states.

OPERATION OPPORTUNITY (A program for the Disadvantaged)

During the 1970-71 Jaycee year, 31,000 Jaycees donated 730,000 manhours in 3,431 chapters to human improvement programs. The housing program alone has involved fund raising and housing development loans in excess of $100 million. A small chapter in Barre, Vermont spent 4,680 hours and $1.3 million to build an industrial park. In Envoy, Maryland, a plan was devised to train the unskilled through corporate involvement and the chapter raised $22,753 to carry out the program. Under Operation Opportunity, 532 chapters have begun job counseling programs. The Bedford-Stuyvesant Jaycees voluntarily run the JACS

program to assist Job Corps trainees to find housing, jobs, and social contacts in the community. In the Crime and Corrections Program, Jaycees have begun 200 Jaycee chapters within prisons and offer services to the ex-offender covering his needs when adjusting back into society.

Each of these results has come from a nationally directed program. As yet, the Jaycees have not directed its vast network to assistance in cooperation with any other group. It is hoped that the direction and programming of the Jaycees, together with the advice and counsel of Community Action Agencies and the Office of Economic Opportunity, will bring about statistics similar to those mentioned.

SPECIFIC AREAS OF INVOLVEMENT

The Jaycees will offer assistance in Economic Development, Public Relations, Housing Development, and Resource Mobilization.

1). Economic Development

In order to become a local institution, the CAA must take steps to establish itself as a financially self sustaining organization. In this way, CAA will be able

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to accomplish a number of needed objectives:

a. Change the role of OEO from supportive to directive;

b. Face the possibility of federal cutbacks without threat of CAA dissolution;

c. Establish itself an an entity with vested interests in the community; and

d. Establish ties within the community such that the public and private sectors have a vested interest in the survival of the CAA.

With the caveat that each CAA has its own financial structure, needs, fixed costs, and the like, the Jaycees at this point in its planning can offer assistance as follows:

At the behest of the CAA, Jaycees can provide economic and business management consultants to advise on allocation and reallocation of present CAA funds. As an example, some CAA's are spending as much as $20,000 annually on office rental. While it is prohibited for CAA's to buy buildings, there is no prohibition on seeking free space or using CAA funds to match corporate or charitable funds for this expense. The savings from such reductions can be allocated for investment capital into local businesses, new or established, which will provide jobs for poor people as well as return the CAA investment.

Along these same lines, [illegible] the possibilities of establishing an Economic Development Corporation for CAA. In this way, CAA can maintain its non-profit status and the Development Corporation can become the conduit for investments and income. In order to accomplish this type of business, the Jaycees could provide a survey of the community which would indicate the types of services that a Development Corporation could invest in such as a janitorial service which would use poor people as employees. The Jaycees could also provide such legal, accounting and management services as would be needed to place this corporation on a sound financial basis.

Once of the major problems facing poor people is a fair share of the economic pie in the community. Jaycees could help the CAA to establish ties with the Small Business Administration for funding of minority businesses which would employ poor people. There should also be some thought given to the provision of Small Business Resource Centers in communities where minority groups could seek advice on the kinds of assistance available for establishing businesses.

Jaycees have a long record of success in fund raising for local community projects. They could help the CAA in seeking local funding for particular projects which the CAA would like to undertake but which are financially unfeasible without outside assistance. This could be done through using CAA funds as a match for corporate

or governmental monies or by sp[illegible] such as dinners, product sales and the like which Jaycees have long used to finance their own projects.

More than anything else, it should be emphasized that the CAA has much to gain by using the Jaycees as teachers in the art of fund raising and creating programs which finance local projects. In this way, CAA's will eventually become their own experts at using local financial resources.

2). Public Relations

The links which exist between CAA's and the public and private resources in the community must be strengthened and expanded. The Jaycees draw a major part of their membership from these sectors and can act as liaison between CAA's and groups and individuals which can supply needed services.

One of the first areas that should be given attention is the determination of community attitudes as regards the CAA and its delegate agencies. The Jaycees could provide a canvass which would point up these attitudes. In many instances, it will be necessary to change public views on the CAA. This could be done by the development of media spots which show positive aspects of the CAA and its delegate agencies. These spots could be used on Public Service Radio and Television.

The Jaycees could assist in spre
CAA through a speaker's bureau which could be used at local dinnners, meetings, and the like where the public gathers to discuss civic affairs. It is hoped that by disseminating the needs and the worth of CAA that a liaison can be established not only with the public sector in the city but more importantly with the private sector which can provide the long term support needed to make CAA's self-sustaining at the local level.

Despite the fact that CAA Boards of Directors have a representative of local government assigned to it, there is still a great need to rouse the active interest of the government in CAA. This interest could provide not only the monetary support necessary to carry out plans but a public relations benefit can be derived by having City Hall behind CAA programs. The Jaycees in many communities are civil employees, urban planners, or young business leaders with access to local government. They could carry the CAA message to the proper authorities, lending weight to CAA activities by presenting themselves as CAA advocates to public officials.

3). Housing Development

Since 1970, the Jaycees have developed over $100 millio
in new and rehabilitated housing for low and middle incom
families. Jaycees intend to expand on these efforts over

the next few years and are in the process of

support from HUD to use Jaycees as housing counselors in local communities for Jaycee chapters and other interested non-profit groups. It is hoped that the expertise which Jaycees have developed in the housing field will be used to assist CAA's in planning, developing and managing housing programs for low income families. One of the ways in which Jaycees could best assist CAA's would be to train CAA personnel on HUD programs and policies and on the most effective way to package housing programs. Jaycees could help CAA's to determine the specific housing needs in the area, assist in establishing housing councils which would select locations and types of housing, and would act as liaison to the local Housing Authority. Should the CAA decide that housing was a major need for poor people, Jaycees could provide the legal, accounting and business management services needed to establish a CAA Housing Development Corporation. Since Jaycees have a large cross sectional membership, direct assistance on the mortgage banking, site location, architectural planning, and construction of housing developments could be provided to the CAA.

Not only is a housing development needed to provide for the needs of poor people in many communities, a brick and mortar program has a great deal of public

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relations merit within a community. A so-
structure often times lends more credence to a group's
philosophy than does all the media dissemination of
a group's ideas. When citizens can see that the CAA
has built a housing project for poor people, the value
of the CAA will rise. Moreover, other groups within a
community will often times pick up on the idea and
establish non-profit housing corporations of their
own. The Jaycees have seen this replicative effect in
many of the cities where they have constructed low and
middle income family housing. Once people can see that
a project is doable, it can repeat itself again and
again. This is exactly the kind of catalytic force that
is needed if we are to solve the housing problems of
our disadvantaged people. The CAA and the Jaycees cannot
solve the whole housing problem facing the poor but it
can act as a spur and an example of what is possible
to do through a combination of talents and efforts.

4). Resource Mobilization

The supportive services which both CAA and its delegate
agencies need in order to eliminate the plight of the poor
are oftentimes volunteer services. The Jaycees are adept
at recruiting volunteers for action programs. The "Do
Something" program mentioned earlier is an example of the

kind of effort Jaycees can make to generate
services for needed programs. This program could be
modified to fit the needs of CAA's. The following model
would be typical of the kind of approach Jaycees would
make at the local level to mobilize needed resources.

The following steps are a recommended guideline and
are flexible from community to community.

1. Formulate a Plan of Action: In brief, the CAA must
decide its target plans for the year.

2. Determine the Service Organizations, Volunteer groups,
Individuals, Agencies and Other Resources available in the
community.

a. Check with local community resources. It is
well to begin by coordinating with the Mayor's
Office and the Chamber of Commerce. These have
name of groups already involved in service
programs.

b. Decide what types of resources are needed to carry
out CAA plans and invite all groups and agencies
to a community-wide meeting. Promote these
invitations through the media, stating the purpose
and the names of groups and agencies that have
accepted the invitation.

3. Hold an All-Community Meeting.

a. Explain the projects in detail. It is vital that
all participants are aware of the philosophy and
concept behind planned programs.

b. Tell of the Jaycee role. Jaycees act as liaison

and as catalysts.

community to community, but basically it will be one of bringing concerned people together to form a community program.

c. Ask the representatives of agencies to present manpower needs. Turn the meeting over to these agencies and ask for the volunteer needs of each. Record these needs and get specific information

--How many volunteers are needed

--What jobs, specifically, can be handled by volunteers.

If the CAA is to get the resource assistance, it must help the resource in its manpower needs.

d. Follow up with groups and agencies who do not attend. Provide the conduit for all segments of the community.

4. Place CAA and Agency needs on Enrollment Cards.

a. Design enrollment cards. It should be 8 x 11 with a detachable top so that volunteers can fill it in and mail it to the CAA clearing house. The bottom is for the agencies that need volunteers.

b. Obtain a postage permit from the Post Office

c. Print cards in volume, saving time and money later in the year.

5. Enroll Volunteers

   a. Use door to door canvassing where such an approach is feasible. Use deposit boxes where the public will notice them such as stores, theaters, service stations.

   b. Explain the CAA programs and the need for volunteer services for the agencies who will be assisting CAA in its plans.

6. Follow-up

   a. Follow-up is just as important as the enrollment. You are exposing citizens to a chance to actually do something constructive, many for the first time. It is important that the volunteer realize an opportunity to work. Otherwise his initial excitement over the program will fade.

   b. Obtain media coverage of efforts and results. Let the public know what you are doing through

      -- Newspapers
      -- Radio and Television Public Service Time
      -- Billboards and Fliers
      -- Buttons and Decals

7. Use of Officials and Sponsors

   a. Get the support of the city's influential people. While this person is usually the Mayor, it might be a corporate president or a retired businessman. His influence and knowledge of manpower needs will benefit the projects.

b. If the project is sponsored, be sure that the sponsor is made aware of all progress and of any aspect of the program that will provide him with high visibility. He will appreciate both the thoughtfulness and the publicity. If the project is not sponsored, Jaycees can help solicit other members of the community for assistance.

From all of this effort will come the kind of cooperation among agencies and groups that is needed to service the poor. The CAA will act as the clearinghouse for volunteers and will help the other agencies get the help it needs. These agencies and groups, in turn, will provide the kind of services that CAA needs to carry out its annual program plans and projects. For instance, if one of the programs undertaken is job counseling and placement, CAA will provide volunteers for the local employment agencies and for the Manpower Administration. These individuals can spend time seeking openings for job slots for the poor, or, they could free the agencies personnel from other day to day tasks so that this personnel can spend more time in soliciting jobs and training programs for citizens.

In each of the areas mentioned, Jaycees will work to meet the needs of the local area. This means that while a program will be directed from the national level, particular programs will be tailored at the community level between Jaycees and CAA's.

PROJECT PLANNING PHASE

In order to carry out this demonstration project, a planning phase has been included in the grant request. This phase is six months long and includes the following:

A. Coordinating Council

Eventhough the Jaycees will direct the demonstration project from its national headquarters in Tulsa, Oklahoma, there is need for input from CAA's during the planning phase. To accomplish this, it is proposed that a 19 member Coordinating Council be established to assist the Jaycees in planning, coordinating and evaluating the project at each step. It is suggested that the membership of this Council be as follows:

6 Jaycees, selected for efforts in fields needed to bring about a successful project. This selection would be made by Jaycee National Staff with the recommendation of State and local chapter presidents.

5 CAA Directors, selected by OEO for efforts at the local level to alleviate poverty problems

1 Labor Department/Manpower Specialist

1 Commerce Department/Office of Minority Business Enterprise Consultant or SBA consultant.

1 HUD non-profit housing consultant

1 Media consultant

4 Ex-officio, non-voting members which represent

-- OEO Operation Division
-- OEO Program Review/Private Resources
-- OEO Advisory Committee on Private Resources
-- Washington Consulting Group government liaison representative

It is further suggested [illegible] will be the Program Director for this demonstration proj[illegible] Of the 5 CAA members, it is hoped that one will be a representative from one of the national CAA associations.

It will be the responsibility of this coordinating council to plan the implementation phase of the project, to advise on selection of target cities, to contribute to development of materials for information and training, to assist in planning regional seminars, and to evaluate the project as it develops as well as offer a final evaluatory report on the project to OEO. It will further be the responsibility of this council to assist in planning particular project goals for target cities and to offer suggestions for project implementation. This latter duty will be in conjunction with the local Jaycee chapter chairman assigned to the target project and with the CAA director in that community.

It is expected that this council will meet 7 times during the planning and implementation phases of the demonstration project and that day to day activities of the project will be carried out by the Jaycee Program Director.

B. Target Cities

While the aim and concept of this demonstration project will be disseminated to the entire Jaycee membership, 10 selected communities will be chosen for special programs.

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Each Jaycee chapter will be asked to bid for selection. This bid will be in the form of a proposal written in cooperation with the local CAA and will state a tentative plan of action over a one year period. This plan must include an action program in one of the four areas explained earlier. This plan can, of course, encompass more than one area. A budget of up to $5,000 must be included in the proposal.

The coordinating Council will evaluate these proposals and will select 10 target communities. The general criteria that the council will use is that there should be one community in each of the 10 OEO regions, and there should be representation from each of the 6 Jaycee Population Divisions. It is suggested that these communities be chosen for their potential rather than from their track record of worth in community action for the disadvantaged. This demonstration project should provide a real test for both CAA's and Jaycees. It is necessary that the Jaycee chapter in each community chosen be a strong chapter...it is not as necessary that the CAA be strong, since the major purpose here is to try and build the image and the permanancy of the CAA in the community.

Once a community has been selected, representatives of both Jaycees and the CAA will be brought to a meeting with the Council to consolidate plans for program implementation.

At this meeting, one half of the project grant will be given to the Jaycee grantee. A review of progress will be made after six months and the other half of the grant will be awarded at this time.

The rationale behind this grant program is: First, there is incentive for action at the local level. Admittedly, the amounts involved are not sufficient to finance the whole local program. Jaycees, however, have always been motivated more by challenge than by dollar amount attached to a program. It is expected that the grant will be used to match funds locally in order to finance a really worthwhile project such as a housing development, a manpower training program, or a large scale public relations programs. The Jaycees have often used their seed monies as a basis for raising funds and this pattern should be replicated in this program. The second reason for the grant program is the hope that even for cities that did not receive funding, enough input will have been generated by both Jaycees and CAA's that programs will be undertaken even without assistance.

C. Mini-grant Program

As was mentioned, incentive is endemic to Jaycee action programs. A mini-grant program, budgeted at $30,000 will be used to attract communities of various size into the program. The Jaycees have 6 Population Divisions, and

using these Divisions, the mini-grant program will be distributed as follows:

Population Division	Amount of Grant	Grants Available	Grant Budget
I,II,III	up to $200	up to 30	$ 6,000
IV	up to $300	up to 30	9,000
V, VI	up to $500	up to 30	15,000
		90	$30,000

Again, proposals will be submitted for funds. The criteria will not be as stringent as in the case of the target cities. The monies, in these instances, will be used to develop small projects in conjunction with the CAA. It is hoped from this mini-grant program that many communities across the country will be involved. If the demonstration project is sound, it will work in any city no matter what its size.

D. Regional Seminars

In order to acquaint Jaycees and CAA's with the goals of this project, 5 Regional Seminars will be conducted. These will be two day conferences for Jaycees, CAA's, and the Coordinating Council. The training and workshops will be in the four program areas and the announcements of the grants program will be made at this time. It is anticipated that these workshops will not only act as training grounds for the project but will be used also as arenas of frank and open discussion. We cannot ignore the fact that

biases will exist in each group attending. An open exchange of views, such as that generated at the January, 1972 meeting between Jaycees and CAA's, will open the door to positive action programs at the community level.

The Coordinating Council will plan these workshops and will conduct the sessions. Outside consultants, as needed, will be asked to participate.

Since these Regional Seminars will be covered by the project budget, there will be a limitation on the number of participants who will be asked to submit expense statements for reimbursement. This, of course, does not preclude individuals from attending.

IMPLEMENTATION PHASE

The second phase of the project will be a 12 month period of program implementation. Each target community and each mini-grantee will have six months to put a plan of action into effect. At the end of this time, a project report will be submitted to the Council and adjustments will be made for the second half. The final payment of grants will come after this evaluation. During this phase, assistance for local areas will be made available by the Jaycees headquarters staff and, as necessary, by the Council.

EVALUATION

The project will have a three step evaluation plan:

1). Coordinating Council will review each grantee after six months. This project report will be submitted to the National Headquarters.

2). The final meeting of the Coordinating Council will be to draw up an evaluation of the overall project. This report will evaluate the Jaycee staff, the CAA personnel, program materials, and local project progress.

3). National Program Director will evaluate the project. This report will include the Council's evaluation and will be submitted to OEO.

4). The Jaycees will also solicit a government evaluation from the offices of Program Review and Private Resources.

Section II: Supportive Activities, Personnel, Materials, and Budget.

A. Activities:

The Jaycees have an annual program of events which will be used to promote this project.

-- Jaycee Annual Meeting for all membership
-- Officers' Planning Session and Training Program for new State and local officers.

-- Regional Metropolitan Conferences. This is a separate group within the Jaycee network. Its primary function is to bring together chapters from larger cities for exchange of ideas on matters pertinent to large urban trade centers.

-- Annual Congress for the Ten Outstanding Young Men of America.

-- Outstanding Young Farmer Conference

-- Jaycee Institute Meetings. These are regional meetings conducted by Jaycee Staff for local membership.

It should be noted that while this project will use each of these events, there will be no budgetary allocation made. These are part of the Jaycee calendar and no sponsor is needed to support them.

B. Personnel: Assignment of Responsibilities

1. National Coordinating Council

-- Advise on planning, coordinating, and evaluating of project

-- Select grantee communities for program

-- Assist in preparation of program materials

-- Assist in planning and conducting regional seminars

-- Prepare final evaluatory report on the project.

2. National Program Director

-- Coordinate State and local Jaycee activities

-- Organize and publish program newsletter

-- Establish liaison with organizations needed to conduct program

-- Chair National Coordinating Council

-- Promote program through travel and correspondence

-- Establish National Information Center

3. Local Program Directors

-- Mobilize manpower at local level

-- Act as liaison to CAA

-- Disseminate national information

-- Establish local information center

-- Carry out local CAA/Jaycee program plans

4. Other Jaycee Personnel

--National President: During the normal course of visits to over 35 State meetings with business, government, civic, and youth groups, the President will help promote program among resources needed to carry out program plans.

--National Vice Presidents (10): These are the motivational keys to the organization who advise State organizations on courses of actions.

--State Presidents (51): These individuals are the elected leaders in the State. Over the course of

--an official year, these individuals travel throughout the State carrying suggestions and information to local areas and picking up new program ideas. The State President also publishes a newsletter which carries local ideas to other States.

5. Consultants

The program will use the services of its Washington office to assist in Federal and State government liaison. This office will handle the day to day liaison needed between OEO and the Jaycees. This office will also be represented on the Coordinating Council as an ex-officio member. Reporting services such as will be set up between the Jaycees and OEO will be the responsibility of the Washington office also. This office will be available to advise on government programs needed to assist the local areas.

Other consultants, as needed, will be called in from both the public and private sectors during the program period.

C. Project Schedule (April, 1972 - September 1973)

April: First Meeting of Council to lay plans and develop program materials

May: First newsletter published
Materials published
Council meets to plan seminars

June & July:	Regional Seminars and grants program announced
	Jaycee Annual Meeting
August:	Grant proposals due
	Council evaluation of proposals
September:	Grantees announced
	Plans laid for project implementation
	Regional Metropolitan Conference Meetings
Oct. to March:	Project Implementation
March:	Evaluation of first half of program
	March Planning Meeting for Jaycees
April:	Begin second half of implementation phase
	Make final payment of grants
April-Sept:	Annual Meeting of Jaycees
	New Office Training Program
	Last Half of Program Implementation phase
September:	Final report due from grantees
	Final evaluation made by Council
	Plans made for program expansion
October:	Final report by Program Director submitted to OEO

D. Materials and Information Dissemination

1. Project Training and Information Kits will be developed in each of the programming areas planned. These will contain:

a. Suggested projects for local action

b. Guidelines for carrying out local programs

c. Consolidation of government programs in the four programming areas

d. Capsule breakdown of resource programs available.

2. National Newsletter

a. Available to:

-- all Jaycees

-- all CAA's

-- interested government groups

-- interested private organizations

b. Will contain:

-- update of local chapters involved

-- project ideas

-- federal legislation pertinent to project

-- idea exchange from local areas

-- advice from professionals

-- pertinent survey and statistical data

3. National Information Center

   a. Will maintain information on:

      -- local program plans

      -- special programs from other groups

      -- government programs

      -- national resources available

   b. Will maintain library of publications

   c. Will provide material on:

      -- research programs

      -- current trends in programming areas

      -- consultants available for local area

      -- speakers bureau

4. Besides the above material, this project will disseminate information through the established Jaycee publications and OEO communication links:

FUTURE magazine: monthly publication with 350,000 circulation

LINK: a monthly publication of 8,000 circulation

State President's Newsletter: monthly publication of 100 to national and State officers

METRO NEWSLETTER: monthly publication of 800 for all national officers and local Metro chapter presidents

State Newspapers: circulation to all State Membership

OPPORTUNITY Magazine: OEO publication to all CAA's

Y.D.P. Bulletin: OEO Youth Development Program Technical Assistance Bulletin to all CAA's

Job Corps Newsletter: Labor Department publication to all CAA's

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Date

THE UNITED STATES JAYCEES
PROJECT MAINSTREAM
NATIONAL ADVISORY COUNCIL
GRANT APPLICATION EVALUATION MEETING
JANUARY 11-13, 1973
HILTON INN
TULSA, OKLAHOMA

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PROJECT MAINSTREAM

SIX MONTH REPORT

JANUARY 25, 1974

Respectfully Submitted:

Together, Inc.

PLAINTIFF'S EXH.
U. S. DIST.
S. D. O

PROJECT MAINSTREAM

SIX MONTH REPORT

July 1, 1973 marked the continuation of a significant partnership effort to enable low-income families and individuals to join the economic mainstream of American life. The United States Jaycees "Project Mainstream" was refunded for a second year to continue development of joint-action efforts between the Jaycees, Community Action Agencies (CAA's) and other community based organizations in the elimination of the causes and conditions of poverty in America.

The partnership plan is intended to mobilize the broadest possible range of community resources - public, private and volunteer - in six major program areas: Economic Development, Community Relations, Housing Development, Resource Mobilization, Elderly Assistance and Self-Development.

Since the beginning of the program, there has been an excellent response from both Jaycees and community based organizations throughout the country. Together, they have developed subgrant funding proposals which are quite comprehensive in scope. The State and Local Economic Opportunity Offices have offered their cooperation in making the project successful in their states, and national OEO has provided both

resource people and valuable advice on all aspects of the program.

PROGRAM MANAGEMENT

In July, a non-profit management consulting firm, Together Inc., was retained to provide consulting services in the following areas:

-- Subgrant promotional materials distribution, review and analysis

-- Coordination of "Project Mainstream" State Chairmen's training and follow up

-- Development of program kits for local chapter implementation

-- Coordination of National Advisory Council meetings

-- Coordination of training seminars; national and regional

-- State seminar coordination and seminars

-- General grant follow-up reporting and analysis

-- Development of refunding proposals for 1974-75

PROGRAM PROMOTION

The 1973-74 project objectives and implementation plan were presented to the U. S. Jaycees Executive Committee, Jaycee State Presidents and National Jaycee Directors, attending the July workshops in Tulsa, to enable them to promote the program when they returned to their respective communities.

A National Seminar was held in Tulsa in early September, to educate the State Chairmen on the program components for

the 1973-74 program. The seminar was attended by more than pre-screened Jaycees, Community Action Agencies, governmental and other community based personnel.

In addition to technical sessions providing program information and exposure to resource people and materials, the seminars have included awareness sessions designed to develop within both Jaycees and community organization representatives, an understanding of the other's motivations, strengths, and weaknesses. The response to the seminar has been excellent, with both Jaycees and community organization personnel eager to establish joint efforts. The potential strength of the joint effort program has been attested to by the active participation of OEO, community organizations and Jaycee personnel in the seminars.

We have attained the same response at the state seminars that have been held in Illinois, Missouri, South Dakota, New York, New Hampshire, Virginia, Florida and Iowa.

SUBGRANT DEVELOPMENT

In August, the subgrant program was again implemented with a promotional mailing to each of the 6,700 local Jaycee chapter presidents, in addition to all state and national officers. During July, August and September, the project was presented to state and local Jaycees at national, state and local Jaycee seminars and meetings. This education and program promotion was followed by formal applications for subgrant

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mailing and inquiries about both funded and non-funded participation in the program.

By the September 30 application deadline, 75 subgrant applications had been received for consideration. During the middle of October, the National Advisory Council met to review these applications. The U. S. Jaycees Foundation Board ratified the Advisory Council's grant recommendations at their November meeting. A total of $97,450 of subgrant funding was allocated to support thirty-eight projects, with budgets reflecting total Jaycee/Partner Organization matching funding of $1,068,135 and projected volunteer manhour inputs with an estimated value of $291,557, (see attachment A).

Without joint-partner resources included, the Jaycees have mobilized the following matching resources:

Housing	$ 53,193
Resource Mobilization	65,976
Community Interaction	54,470
Economic Development	53,015
Elderly Assistance	314,069
Self-Development/ Employment Training	208,341

Jaycee Total Resources Mobilized -- $749,064

The ratio is 7.5 for each dollar granted. When we include the partner agencies' resources, the ratio is increased to 14 to 1.

During November, the grant award packages were prepared for each grant chapter. The grant packages included a public relations kit for local media and state Jaycee publications, project reporting forms and a grant acceptance signature form. When the grant acceptance form was returned to Tulsa, a first half grant check was mailed to each chapter.

During this same period, supplemental grant applications were mailed to local chapters and other organizations soliciting their applications for the remaining $53,000 in supplemental grant monies. By the December 15 deadline, we received 86 applications requesting a total of $262,000 in grant funds for local projects. To date, we have joint-partnership programs in forty-four of the States.

PROGRAM KITS

A continuing activity has been the up dating and development of program kits in the following areas;

-- Project Mainstream (General)
-- Housing Development
-- Economic Development
-- Elderly Assistance
-- Employment Training (Jobs)

for distribution through the U. S. Jaycee local chapter service center, State Chairmen and Together, Inc. The materials are received periodically and reflect new program development directions nationally.

We are now in the process of reviewing the funded grant proposals for inclusion in the kits. This will enable other communities to save time in replicating the same type projects.

PROJECT MAINSTREAM STATE CHAIRMEN'S PROGRESS

Project Mainstream local promotion has been done by State Chairmen in forty-four states and state officers in some of the other states. As an example of State Chairmen's accomplishments:

Chairman, Damon Kinebrew developed a two thousand dollar corporate sponsorship for the New York State Mainstream Program. Damon has been traveling throughout the State giving district presentations on Project Mainstream.

Byron Donics in Indianapolis, Indiana is coordinating efforts with the Lilly Endowment and Project Mainstream to co-sponsor a community cannery for $20,000 for the disadvantaged.

Charles Smith has motivated the chapters in Virginia to become involved in the project, and in so doing has generated eighteen subgrant applications, which indicate locally mobilized resources of $39,975, (see attachment B).

ORGANIZATION SUPPORT FOR PROJECT MAINSTREAM

The State Chairmen are working with their state office of economic opportunity directors in development of their

seminars. The State Economic Opportunity Office is the advisory liaison for Community Action Agencies.

The National Association for the Advancement of Colored People, National Urban League, National Conference of Christians and Jews and the National Federation of Settlement Houses have agreed to put an article on Mainstream in the national publications and to request their local affiliates to work with the Jaycees in implementing their local Mainstream programs.

Sertoma International, Lions International, Kiwanis International and Rotary International were asked to present the Mainstream program to their local affiliates for developing partnerships with the Jaycees on the local level, in order to broaden the Mainstream base. All of the organizations agreed to put articles in their national publications; and to present the program for adoption to their National Board of Directors in the Spring with the exception of Rotary International.

The U. S. Government volunteer organization, ACTION, has agreed to put an article on Mainstream in their national publication that reaches one hundred and twenty-thousand volunteers quarterly. The Small Business Administration has agreed to provide assistance at state seminars by providing technical assistance in the area of Economic Development. The Department of Labor has agreed to provide assistance in developing manpower programs for the disadvantaged in the regions and states, when the joint partners have developed manpower programs.

PROGRAM COMMUNICATION

The program newsletter, "Together", has received excellent response in the field. The newsletter contains project summaries, feature stories that pertain to the major areas of the project, outstanding State Chairmen and national news of note that will assist in implementing non-funded programs. The newsletter covers Jaycees, Community Action Agencies, Settlement Houses and all heads of national service organizations.

PROGRAM EXTENSION

Project Mainstream has been recommended as a U. S. Jaycees Priority Program for the 74-75 program year by the Human Improvement Program Planning Directors. The 1973-74 program has been received very well by both state and local Jaycee organizations.

The State Chairmen are continuing their promotion on the local level and at State Mainstream Seminars. We are coordinating four regional seminars for the late winter and early spring to evaluate and promote the program on a continuing basis for the 1974-75 year.

The first regional seminar will be held in Omaha, Nebraska on February 8-10. The second state seminar will be held in Atlanta, Georgia on March 6-9. The third regional seminar will be held in Pittsburgh, Pennsylvania on April 12-15, and the fourth regional seminar will be held in Denver, Colorado on April 5-7.

PLANNED FUTURE ACTIVITY

Major emphasis will be placed on providing support materials, consulting services and resource development assistance to grant award programs and non-funded programs for implementation of their projects. This same support will also be made available to all other chapters interested in the implementation of joint projects.

The services of the Project Mainstream National Advisory Council will be made available to grant award chapters through assignment of Jaycee and CAA Council members to those chapters in their regions. Council members will be asked to review project reports, confer with both Jaycee and partner agency project leaders. The program staff and consultants will conduct personal project reviews and evaluations. Recommendations will be forwarded to the Staff for review and appropriate action.

The Project Mainstream staff will continue to research relevant materials, publications, and programs in order to further develop project resources. Additional information will be added to existing kits and new information kits produced as necessary.

Related public and private sector programs and resources will be researched and reviewed for possible use and reference to participating chapters and partner agencies.

ATTACHMENT A

FUNDED AND NON-FUNDED PROGRAM STATISTICS

STATISTICS ON 1973-74

FUNDED MAINSTREAM GRANTS

FUNDED CHAPTER MAINSTREAM PROJECTS

Jaycee Chapter	Manhours	Dollar Amount	Funding & Materials
HOUSING DEVELOPMENT			
Towson, Maryland.	2,140	2,140	- 0 -
Milwaukee, Wis.	470	5,000	2,350
Charlottesville-Albemarle, Va.	1,470	3,000	1,350
Hampton Roads, Va.	1,656	20,000	- 0 -
Ringwood, New Jersey	300	150	950
Teaneck, New Jersey	40	25	- 0 -
RESOURCE MOBILIZATION			
Minot, North Dakota	1,860	1,000	2,157
Atlanta, Georgia	3,250	16,000	26,010
Hamptons, New Hampsire	15	150	150
Northwest, Virginia	728	- 0 -	2,950
COMMUNITY INTERACTION			
Abingdon, Virginia	180	500	625
Horton, Kansas	2,432	- 0 -	7,296
Atlanta, Georgia	100	15,638	35
Camden, New Jersey	2,080	7,500	8,500
ECONOMIC DEVELOPMENT			
Chattanooga, Tenn.	150	1,125	- 0 -
Pittsburgh, Penn.	250	- 0 -	- 0 -
Cleveland, Ohio	1,184	- 0 -	490
Springfield, MO	40	- 0 -	160
Taunton, Mass.	3,200	11,853	10,095
Stockton, Calif.	340	2,400	11,400
ELDERLY ASSISTANCE			
Missouri Jaycees	825	645	270
Cedar Rapids, Iowa	2,875	5,575	1,700
Holland, Michigan	70	280	50
St. Paul, Minn.	1,600	11,500	21,000
Chewelah, Wash.	50	430	50
Woonsocket, R.I.	755	4,000	2,540
Ft. Worth, Texas	2,400	125,000	55,000

	Manhours	Dollar Amount	Funding & Materials
ELDERLY ASSISTANCE-cont.			
Waco, Texas	720	2,160	1,500
Portland, Oregon	7,200	11,611	1,773
Greensboro, N.C.	2,000	1,500	12,000
SELF DEVELOPMENT			
Carson, California	4,212	3,000	4,075
Soledad, Calif.	26,880	300	825
Madison, Va.	100	- 0 -	290
Marion, Va.	2,496	500	6,056
Mobridge, S. D.	10,400	4,160	1,169
Cortland, New York	1,800	3,120	5,520
Cedar Rapids, Iowa	45	185	224
Sioux City, Iowa	476	- 0 -	2,716
Vanguard Jaycees Pittsburgh, Penn.	10,400	5,000	775

CUMULATIVE EFFORT

MAN-HOURS	MONEY RAISED	MATERIALS
$291,567 (97,189 x 3)	$265,447	$192,051

STATISTICS ON 1973-74

NON-FUNDED MAINSTREAM PROGRAMS

NON-FUNDED CHAPTER MAINSTREAM PROJECTS

Jaycee Chapter	Manhours	Dollar Amount	Funding & Materials
HOUSING DEVELOPMENT			
Chattanooga, Tenn.	4,800	19,200	-0-
ECONOMIC DEVELOPMENT			
Harmony, Minn.	500	2,000	4,000
Hopkins, Minn.	320	1,280	1,250
Winston-Salem, N. C.	960	3,840	8,380
Hendersonville, Tenn.	1,144	4,576	7,000
Newport News, Va.	1,700	6,800	300
South-End Chicago, Ill.	50	200	10
Swissvale, Pa.	500	2,000	725
Scottsdale, Ariz.	2,000	8,000	8,800
Jenkins, Kentucky	60	240	322
Corpus Christi, Texas	978	3,912	-0-
Bowie, Maryland	600	2,400	-0-
Peoria, Ill.	400	1,600	407
ELDERLY ASSISTANCE			
Crawfordsville, Ind.	151	604	375
Chattanooga, Tenn.	2,500	10,000	-0-
Newport News, Va.	700	2,800	250
Topeka, Kansas	680	2,720	700
Greensboro, N. C.	600	2,400	3,000
Centralia, Ill.	200	800	600
Houston, Texas	2,000	8,000	1,575
Salem, N. H.	100	400	-0-
Soledad, Calif.	2,688	10,752	825
SELF DEVELOPMENT			
Minneapolis, Minn.	200	800	1,900
Eugene, Oregon	250	1,000	45
RESOURCE MOBILIZATION			
St. Paul, Minn.	500	2,000	-0-
Chattanooga, Tenn.	856	3,424	-0-
Front Royal, Va.	400	1,600	16,200
Newport News, Va.	496	1,984	500
Harrisonburg, Va.	1,000	4,000	485
Worthington, Ohio	100	400	5,500
Beacon, N. Y.	250	1,000	200

NON-FUNDED CHAPTER MAINSTREAM PROJECTS
Page 2, Con't.

Chapter	Manhours	Dollar Amount	Funding & Materials
COMMUNITY INTERACTION			
Richmond, Va.	2,000	8,000	-0-
TOTAL	29,683	$118,732	$63,349

ATTACHMENT B

PROJECT MAINSTREAM STATE CHAIRMEN'S SYNOPSIS

PROJECT MAINSTREAM
STATE CHAIRMAN PROGRESS REPORTS

Paul Parks, State Chairman in Massachusetts, is preparing a State plan for Project Mainstream and has contacted this year's award chapter and is working with this chapter as a resource person.

In an effort to stimulate support and participation in the Mainstream concept, Alex Ramirez, State Chairman in Colorado, has traveled within the State making promotion presentations. He has also worked on preparing a State plan and has planned a State seminar for Project Mainstream on January 26-27.

In conjunction with the New Jersey Jaycee Chapters, Steve Milazzo, State Chairman in New Jersey, has been promoting Project Mainstream. He is in the process of developing a state plan.

Damon Kinebrew, State Chairman in New York, has given several mainstream presentations to various organizations and chapters. A state-wide seminar was held on November 23-25 to promote and explain the theory involved in Project Mainstream. New York has three proposals in for second funding through Project Mainstream.

February 8-10 has been selected as the date for Nebraska's State Project Mainstream Seminar. Irapaul Rulla, State Chairman in Nebraska, has been generating support for Project Mainstream within the Nebraska chapters.

Ken Mahaffay, State Chairman in Michigan, worked closely with Comstock Jaycees as a Mainstream resource person to develop a target proposal on elderly assistance. Ken has also traveled the State presenting informative talks in an effort to expose the Jaycee Chapters to Project Mainstream and its objectives.

Gary Parks, State Chairman in Oregon, has set March 2nd as the date for Oregon's State Seminar. Gary has been working with State Chapters to get them involved with Project Mainstream and its programs.

Columbus, Georgia has submitted two Project Mainstream proposals and Jim Morpeth, State Chairman for Georgia, has been coordinating with CAP agencies in an effort to develop more proposals for Georgia. Jim is also helping in preparation for the Regional Seminar to be held in Atlanta March 2-3.

At the State Seminar held in September, Bob Carter, Ill. State Chairman, presented the concepts of project mainstream. He later worked with Springfield on their target proposal submitted for review in January.

In Iowa Merlyn Nelsen, State Chairman, has been coordinating activities for a state-wide seminar on project Mainstream. This seminar is scheduled for January 26-27.

Byron Donics, State Chairman in Indiana, has traveled through Indiana discussing project Mainstream with the local Jaycee Chapters. As State Chairman he plans to hold a state seminar on February 2-3. He also worked with South Bend and Indianapolis in preparing their Mainstream proposals to be reviewed in January.

Leroy Corbett, State Chairman in Wyoming, acted as a Mainstream consultant to help Sheridan and Casper Wyoming develop their project Mainstream proposals. In talking with Chapters throughout the state he has been promoting Mainstream as a chapter project.

Dan Brooks, State Chairman, has secured state and local backing to hold a state Mainstream seminar to be held in February. In his visits to state chapters he has found considerable interest in Mainstream. He has developed a state plan and submitted it to the Mainstream office.

The State Chairman in Arkansas, Odis Richmond, is preparing plans for a seminar to be held in February on Project Mainstream.

Loyd Mabry, State Chairman for Texas has been working on a state plan for Project Mainstream.

Working closely with other Jaycees in California, Neil Friedman, State Chairman, has set up a test chapter for local promotion of Mainstream. At the end of the test period he will implement a public relations campaign to cover the entire state. Neil has also been available to the entire state. Neil has coordinated efforts with the Jaycee Chapters with grant awards as well as those applying this year.

William Haufschild, State Chairman South Dakota, reported that he wants to run a community survey to pin-point the different needs of the communities. Thus utilizing the Mainstream concept of helping people into the mainstream of life.

Maryland State Chairman, Harold Reece, has worked very hard in presenting Project Mainstream to the Maryland Jaycees. He has developed some corporate sponsors for his up-coming seminar, and has requested Washington officials to participate.

Working with six Jaycee chapters, Dave Koland, State Chairman from North Dakota, has helped these chapters in submitting project Mainstream proposals. He plans to combine the state seminar with the state meeting at the end of January.

Lee Wilcock, State Chairman in Utah, has traveled throughout the state promoting the Mainstream idea to the various Jaycee chapters. He is suggesting to the chapters that they adopt project Mainstream as a new program for the year.

In Virginia Charlie Smith, State Chairman, has communicated the Mainstream philosophy to community action people as well as state Jaycees. In addition, he has worked with all the chapters who have submitted mainstream proposals.

Bill Soberick, State Chairman in Pennsylvania, plans a state-wide mailing and state magazine promoting project for Mainstream.

Bill Farmer, State Chairman in Ohio, reports a state seminar is planned for February 8-10 at Columbus to present Project Mainstream to all Jaycee Chapters. The Ohio chapters have participated heavily in the Project Mainstream grant program.

State Chairman for Missouri, Phil Steward, related that a state seminar was held in St. Louis in November. He has coordinated efforts with several Jaycee chapters in preparing project mainstream grant applications.

Bill Francis, State Chairman in Connectitut, has made presentations to state Board of Directors and Executive Committee. He plans a major presentation at Connectitut Jaycee's winter Board meeting.

State Chairman, Stef Williams has worked with two chapters in development of grant applications. He plans a state seminar for either February or March.

Jeff Maynor, State Chairman in North Carolina, has a state seminar planned for February. He has been working with SBA and ACTION getting Jaycees to provide business assistance to small businesses. He has applied for insurance company backing of the North Carolina Mainstream project. Plans are underway for a Minority Trade Fair planned for May or June.

Jaque Yost in Arizona visited 31 chapters and gave a presentation on Project Mainstream. He has also been working with the Exective Vice President and CAP agencies developing project ideas for Mainstream programs. He also plans a state seminar by March.

1973-74 INITIAL GRANT AWARDS

CHAPTER NAME:

Hampton Roads

TOWN:

Newport News

STATE:

Virginia

AMOUNT OF GRANT:

$5,000

AMOUNT OF RESOURCES MOBILIZED:

$30,984

PROJECT PURPOSES:

Decent housing for low-income persons.

CHAPTER PRESIDENT:

William J. Snyder
21 Courtney Avenue
Newport News, Virginia 23601
804-596-1058 (H)
804-827-2608 (B)

PROJECT CHAIRMAN:

Charles E. Cockrell
417 Yale Drive
Hampton, Virginia 23666
804-826-9626 (H)
804-827-2017 (B)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Mrs. Norvleate Downing
Newport News Office of Economic Opportunity
621 - 25th Street
Newport News, Virginia 23607
804-245-3271

HAMPTON ROADS, VA. --The Hampton Roads Jaycees have received a $5,000 Project Mainstream grant to develop a low-priced housing project. There is a serious lack of decent housing for low-income families of Hampton and the project will help ease housing needs. The housing project will serve a dual purpose by providing unemployed persons on-the-job training in construction. Local funds from business are being solicited by the Jaycees. They are working closely with the Newport News Office of Economic Opportunity to plan the low cost housing project and develop a labor force. Presently, the Jaycees are engaged in an in-depth

study of the housing patterns of the area and of sites for the new housing complex. The Jaycees will contribute 1,536 voluntary man-hours to the project. The Newport News Office of Economic Opportunity is contributing 300 voluntary man-hours towards construction of the project.

CHAPTER NAME:

The Greater Towson Jaycees

TOWN:

Towson

STATE:

Maryland

AMOUNT OF GRANT:

2,500

AMOUNT OF RESOURCES MOBILIZED:

$510,000

PROJECT PURPOSE:

Building of a Housing Development for low-income families.

CHAPTER PRESIDENT:

William R. Fadely
1533 Pickett Road
Lutherville, Maryland 21204
301-296-0432 (H)
301-823-1838 (B)

PROJECT CHAIRMAN:

Robert N. Winkler
209 Donnybrook Lane
Towson, Maryland 21204
301-752-3200 (B)
301-828-5283 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

James E. Matthews
Metro Housing, Inc.
104 West Pennsylvania Avenue

TOWSON, MD.--New highway construction in this community is resulting in the forcible displacement of many low and low middle-income families from their homes. Towson Jaycees, with the award of a $2,500 Project Mainstream grant are developing a program to finance a housing project for these displaced residents. Planning, policy making, public relations and preliminary surveys are some of the activities Jaycees are involved in with the project. Metro Housing, Inc., the Jaycees joint partner, is directly responsible for the planning, development, implementation, construction and operation of the housing project. Jaycees are contributing 20 man-hours a week, valued at $5,000 towards the planning, policy making and public relations activities of the project.

Efforts at raising badly needed funds have resulted in several church groups promising future financial support of the project.

CHAPTER NAME:

Northwest Jaycees

TOWN:

Northwest Roanoke City

STATE:

Virginia

AMOUNT OF GRANT:

$2,700

AMOUNT OF RESOURCES MOBILIZED:

$15,630

PROJECT PURPOSE:

Provide information to the poor on agencies and organizations that might help them escape their conditions.

CHAPTER PRESIDENT:

Earl B. Pullen
Route 2, Box 200 B
Northwest Roanoke City, Va.
703-362-9279 (H)
703-344-6624 (B)

PROJECT CHAIRMAN:

Ronald Hurt
416 Patton Avenue, NW
Roanoke, Virginia 24016
703-342-9726 (B)
703-344-2921 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT

Ms. Judith Hunter
Roanoke Valley Chapter of the
National Association of Black
Social Workers

NORTHWEST, VA.-A 2,700 Project Mainstream grant was awarded the Northwest, Virginia, Jaycees for the purchase and operation of a mobile information unit. Presently, there is no central location in this community for the poor to learn about where and how to obtain help. The Jaycees will provide a public address system for the vehicle, and run a survey of the needs of the poor in the community. Seminars on such topics as crime, drug abuse and fire prevention will be conducted from the mobile unit. The Roanoke chapter of the National Association of Black Social Workers, the joint partner on the venture will provide a permanent staff for the operation of the vehicle. The Jaycees will work to make the community aware of the services of the

mobile unit. The Jaycees will volunteer 14 man-hours a week to help staff and operate the mobile unit.

CHAPTER NAME:

Charlottesville-Albemarle Jaycees

TOWN:

Charlottesville

STATE:

Virginia

AMOUNT OF GRANT:

$5,000

AMOUNT OF RESOURCES MOBILIZED:

$56,530

PROJECT PURPOSE:

To uplift income and attitudes of poor people through a variety of programs.

CHAPTER PRESIDENT:

William J. Strickland
108 Bennington Road
Charlottesville, Virginia 22901
804-296-8363 (B)
804-296-5121 (H)

PROJECT CHAIRMAN:

Harold R. Bailes
Route 1, Box 96A
Keswick, Virginia 22947
804-295-5193 (B)
804-293-9267 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Frederick A. Noble
Masters and Fellows of Madison Hall
1908-A Lewis Mtn. Road
Charlottesville, Virginia 22903
804-977-7051

Roger J. Ford
Monticello Area Community Action
418 4th Street N.E.
Charlottesville, Va. 22901
804-295-3171

CHARLOTTESVILLE, VA.-The Charlottesville-Albemarle Jaycees $5,000 Project Mainstream grant will be used for a housing rehabilitation project. The Jaycees, together with Monticello Area Community Action Agency and the Office of Volunteer Community Services are working as joint partners in the housing rehabilitation project. Some 1,510 substandard houses in the area will be rehabilitated through the project. Individuals, churches and social clubs will provide the manpower. Unskilled labor from the Neighborhood Youth Corps will also supply manpower. Jaycees will provide much of the equipment and volunteer over 1,400 man-hours

for the project. The Jaycee efforts have already mobilized promised funds from the city, Federal government, and the Master and Fellows of Madison Hall for the project.

CHAPTER NAME:

Greater Camden Jaycees

TOWN:

Camden

STATE:

New Jersey

AMOUNT OF GRANT:

$5,000

AMOUNT OF RESOURCES MOBILIZED:

$63,500

PROJECT PURPOSE:

Develop youth potential in Camden area.

CHAPTER PRESIDENT:

Frank DiVenanzo
633 Line Street
Camden, New Jersey 08103
609-365-4323 (H)
609-365-4188 (B)

PROJECT CHAIRMAN:

Kenneth Maddox
1141 Empire Avenue
Camden, New Jersey 08103
609-365-0331 (H)
609-541-7996 (B)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Preston Toliver
Mopnter Youth Program
1914 Broadway
Camden, New Jersey 08104
609-541-7830

CAMDEN, N.J. - Five thousand dollars from Project Mainstream is being utilized by the Camden, New Jersey Jaycees to support a badly needed youth training and recreation program to operate in the inner-city. This project is designed to instill hope in local youth by providing them a comprehensive training and recreation program. Specific activities encompassed by the project include: classes in arts, crafts, sewing and typing, as well as, job training through the use of a mock radio station. Organized sports activities will also be integrated into the program. Jaycees and the Mopnter Youth Program are joint partners in the project. Together they are providing adult leadership necessary for the programs. Jaycee volunteers

are already working at the Mopnter Youth center to develop the overall program. Forty volunteer manhours are being expended each week. Jaycees will use their grant to support the program and mobilize local funds for operation of the youth center. Already, they have obtained a $7,500 donation from the Campbell Soup Company to supplement funding of the youth program.

CHAPTER NAME:

Abingdon Jaycees

TOWN:

Abingdon

STATE:

Virginia

AMOUNT OF GRANT:

$5,000

AMOUNT OF RESOURCES MOBILIZED:

$9,238

PROJECT PURPOSE:

Establish and maintain a shelter home for abused, neglected and delinquent youth.

CHAPTER PRESIDENT:

Charles R. Mitchell
45 Valleyview Drive
Abingdon, Virginia 24210
703-628-3530 (H)
703-628-5933 (B)

PROJECT CHAIRMAN:

Jim C. Nuckels
Westwood Estates
Abingdon, Virginia 24210
703-628-3530 (H)
703-628-5933 (B)

PARTNER AGENCY/DIRECTOR OR CONTACT:

William C. Mason
Highlands Home, Inc.
P. O. Box 100
Abingdon, Virginia 24210

ABINGDON, Va. - The Abingdon Jaycees received a $1000 Project Mainstream grant to establish a shelter home for disadvantaged youth. The grant meets the need for a temporary foster home to operate 24 hours a day, 7 days a week. Abused, neglected, abandoned or otherwise troubled youth will now be able to be cared for until the crisis passes. Interested citizens of the community have formed a group called Highlands Home, Inc., the Jaycees joint partner for the project. Highland Home will provide manpower, money and equipment to operate the shelter. Public meetings to inform the community of the need for the center will be held by Jaycees. They will also solicit contributions from local businesses, churches and other organizations. Recreational and cultural activities are planned as an integral part

of the center, as well as, supervised trips to movies or sports events. Jaycees will become involved in these activities once the shelter opens. Jaycees are contributing 180 man-hours to secure the initial funds and community support to implement the project.

Highlands Home, Inc. is contributing $625 of equipment and 1,764 man-hours of help, towards establishment of the home.

CHAPTER NAME:

Vanguard

TOWN:

Pittsburgh

STATE:

Pennsylvania

AMOUNT OF GRANT:

$5,000

AMOUNT OF RESOURCES MOBILIZED:

$44,000

PROJECT PURPOSE:

Rebuild attitudes of convicts through a comprehensive program for instilling positive attitudes.

CHAPTER PRESIDENT:

Timothy Sherrell
Box 9901
Pittsburgh, Pennsylvania 15233

PROJECT CHAIRMAN:

Garfield Gordon
Box 9901
Pittsburgh, Pennsylvania 15233
412-761-1955 (B)
412-761-1955 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

William W. Armstrong
Phoenix Associates
2963 Espy Avenue, P.O.Box 7967
Pittsburgh, Pennsylvania 15216
412-343-4343 (B)
412-343-1879 (H)

VANGUARD, PA. - The Vanguard Jaycees received a $5,000 Project Mainstream grant to establish an attitude development program for criminals now in prison. The program will be aimed at helping the criminal offender cope with his psychological and emotional problems. Unlike other such programs, this program will deal with each prisoner as a unique person with individual problems. Phoenix Associates, joint partners in the program, will contribute qualified manpower to support the program. The program's impact is maximized by use of the transactional method of therapy. After each prisoner completes the program he is then qualified to guide a newcomer through the program. Some of the key areas to be dealt with by the therapy include:

socio-psychological personality adjustments, techniques for getting along with other people and how each person objectively relates to society. Jaycees are working with the Phoenix Associates to organize, develop and implement the program.

CHAPTER NAME:

Cortland County Jaycees

CITY:

Cortland

STATE:

New York

AMOUNT OF GRANT:

$500

AMOUNT OF RESOURCES MOBILIZED:

$40,560

PROJECT PURPOSE:

To provide counseling for troubled children and their parents.

CHAPTER PRESIDENT:

R. Clinton Young
3 Lamont Circle
Cortland, New York 13045
607-756-9065

PROJECT CHAIRMAN:

Robert Gardner
51 Port Watson Street
Cortland, New York 13045
607-753-9349 (B)
607-756-2420 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Joseph J. Feller
The Volunteer Family Counseling Service
51 Port Watson Street
Cortland, New York 13045
607-753-9349

CORTLAND CO.,N.Y.-The Cortland County, New York Jaycees, recently, received a $500 Project Mainstream grant to continue a community family counseling program for troubled youth initially funded by the Ford Foundation. The program is designed to identify and rehabilitate troubled youth before they become hardened into criminals. The delinquent youth is placed with an adult counselor on a one-to-one basis and the counselor helps the youth to adjust to their particular problems. Jaycees have acted as volunteer counselors in the past and will continue to do so. In addition, they will contribute $2,600 to establish an outreach center, primarily to operate an information and referral agency in conjunction

with the program. The Jaycees' joint partner, the Volunteer Family Counseling Service of Cortland County, contributes professional counselors and administrative services with the help of the Jaycees they have already raised $[illegible],000 from the Cortland County city government to help with future funding of the programs. Jaycees in Cortland are presently conducting a public relations campaign to make the community aware of the youth problem and the counseling service.

CHAPTER NAME:

Madison County Jaycees

TOWN:

Madison County

STATE:

Virginia

AMOUNT OF GRANT:

$500

AMOUNT OF RESOURCES MOBILIZED:

$1,497

PROJECT PURPOSE:

Provide self-development through camping experiences for needy children.

CHAPTER PRESIDENT:

Charles A. Carter
Box 157
Madison Coutny Virginia 22727
703-948-4291

PROJECT CHAIRMAN:

Larry G. Carter
Madison, Virginia 22727
703-948-4593 (B)
703-948-4189 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Larry Carter
Camp IMP Committee
Box 176
Madison, Virginia 22727
703-94804189

MADISON CO., VA.-The Madison County, Virginia Jaycees received a $500 Project Mainstream grant for a summer camp project for poor children. This grant will allow 100 loc-income children the experience of going to summer camp to learn responsibility, self-confidence and independence. It also will be promoting a child's awareness and appreciation of others and of the world of nature around him. The camp intends to provide various educational programs while the child is there: nutritional, fire prevention and home safety courses will be taught.

Activities by Jaycees during the winter months will include an effort to obtain funds from county agencies and to develop a camp swimming area. A Camp Committee, composed of local business, individuals and organizations,

is working with the Jaycees on the project. Madison County Volunteer Fire Company, Madison County Rescue Squad, Madison Extension Homemakers Club and the Madison County Cooperative Extension Service along with the local Department of Social Services are also involved in the project. The Homemakers Club will provide meals for the campers. The Cooperative Extension Service will provide supplies and develop educational courses for the camp. Local Jaycees will provide 100 voluntary man-hours and pay for all the camp insurance.

CHAPTER NAME:

Chattanooga Jaycees

TOWN:

Chattanooga

STATE:

Tennessee

AMOUNT OF GRANT:

$1,250

AMOUNT OF RESOURCES MOBILIZED:

$5,125

PROJECT PURPOSE:

Provide business training for minority and small contractors

CHAPTER PRESIDENT:

Harold Schwartz, Jr.
607 Hemphill Circle
Chattanooga, Tennessee 37411
615-698-4572 (B)
615-267-5681 (H)

PROJECT CHAIRMAN:

Booker T. Scruggs, II
914 Belle Vista Avenue
Chattanooga, Tennessee 37411
615-755-4251 (B)
615-622-9591 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Levi Moore
Human Service Dept. (CAA)
Warner Park Field Home
Chattanooga, Tennessee 37411
615-624-4621

CHATTANOOGA, TN.-Chattanooga Jaycees will use a $1,250 Project Mainstream grant to develop a small business training and assistance program. This project will help fill the need for more competent minority building contractors and to expand the supply of minority contractors in the area. Small business and minority contractors will be offered a six to ten week course concerned with the building trade. Courses will include: building materials, cost estimates, business management, accounting, business law, and construction methods. Chattanooga State Technical Community College will provide technical assistance and consultant services to operate the program. Chattanooga's CAA will identify contractors for course participation.

They will also help Jaycees organize and administrate the project. Jaycees will volunteer 150 man-hours towards the project.

CHAPTER NAME:

Sioux City Jaycees

TOWN:

Sioux City

STATE:

Iowa

AMOUNT OF GRANT:

$5,000

AMOUNT OF RESOURCES MOBILIZED:

$5,308

PROJECT PURPOSE:

Provide educational and job opportunities

CHAPTER PRESIDENT:

Donald Byerley
603 East 18th
S. Sioux City, Nebraska
712-494-1516

PROJECT CHAIRMAN:

Bob Sunderbruch
937 Badgerow Building
Sioux City, Iowa 51101
712-277-8416 (B)
712-276-2529 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Richard Crawford
Woodbury County Community Action Agency
937 Badgerow Building
Sioux City, Iowa 51101
712-277-8416

SIOUX CITY JAYCEES -The Sioux City Jaycees received a $5,000 Project Mainstream grant for the establishment of an Indian youth development program. The program is to be aimed at a large number of low-income Indians who have dropped out of school or are unemployed. The Woodbury County Community Action Agency is the joint partner in the project. Together they and the Jaycees will survey Indians in the community to identify those who have either dropped out or never registered for school. Resources in the community will be identified and then will be mobilized to continue operation of the project. A manpower training program to upgrade job skills of underemployed or unemployed

Indians will also be established. The Jaycees are contributing 476 voluntary man-hours to develop the overall project.

CHAPTER NAME:

Missouri Jaycees
(State Chapter)

TOWN:

Sedalia

STATE:

Missouri

AMOUNT OF GRANT:

$1,500

AMOUNT OF RESOURCES MOBILIZED:

$14,010

PROJECT PURPOSE:

Provide a public forum to sponsor elderly legislative involvement through a mock legislative assembly.

CHAPTER PRESIDENT:

John Haralson
President Missouri Jaycees
1105 Dogwood Drive
Jefferson City, Missouri 65301
314-635-4418 (B)
314-635-7903 (H)

PROJECT CHAIRMAN:

Alan Clark (Exe. Vice President)
Missouri Jaycees
Box 446
Sedalia, Missouri 65301
816-827-0202 (B)
816-827-3127 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

William J. Cason
Missouri Senate-Office of President Pro-Tem
Senate Post Office Capitol Bldg.
Jefferson City, Missouri
816-751-2524

Missouri Office of Aging
(Dept. of Community Affairs)
505 East Missouri Blvd.
Jefferson City, Missouri 65101
816-751-4114
Alfred Sikes

MISSOURI JAYCEES--The state chapter of the Missoui Jaycees received a $1,500 Project Mainstream grant to fund an elderly legislative involvement program. A mock legislative assembly has been held by the elderly and was jointly sponsored by the Jaycees, the Missouri Senate-Office of President Pro-tem, and the Missouri Office of Aging. Following the assembly, copies of the approved legislation were forwarded to the members of the state legislative assembly. Jaycees are contributing 720 man-hours worth $3,600.

The planning portion of the mock assembly was coordinated by members of the Missouri Jaycee Executive Committee and the Missouri Jaycees Legislative Chairman. Jaycees, having conducted eight previous mock legislative assemblies, assisted the elderly in drafting their legislation and provided insight regarding what to expect during the course of the assembly. In addition, the Missouri chapter of the Jaycees helped underwrite some of the administrative expenses. Elderly legislative efforts will be continued by the Missouri Jaycees. Their efforts in this project have already involved over 700 volunteer man-hours.

CHAPTER NAME:

Taunton Jaycees

TOWN:

Taunton

STATE:

Massachusetts

AMOUNT OF GRANT:

$1,000

AMOUNT OF RESOURCES MOBILIZED:

$29,143

PROJECT PURPOSE:

"Rent-a-kid" program to continue operations of summer employment agency for low income youth.

CHAPTER PRESIDENT:

Carl Chambers
4 North Walker Street
Taunton, Massachusetts 02780
617-823-2968

PROJECT CHAIRMAN:

Clint Nickerson
90 Longwood Avenue
Taunton, Massachusetts 02780
617-824-4312 (H)
617-824-6607 (B)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Ms. Susanne Fiore
Triumph, Inc.
648 County Street
Taunton, Massachusetts 02780
617-822-6213

TAUNTON, MASS. - A $1,000 Project Mainstream Grant for a youth employment program was awarded the Taunton, Massachusetts Jaycees to expand a youth employment agency. Hundreds of disadvantaged youth in the Taunton area are in need of full and part-time jobs. Previously, only a summer youth employment agency was in operation. However, the grant will make it possible to expand the agency into a full-time, year-round program. The local Community Action Agency has already developed job and applicant banks. They will also staff the administrative office for the youth employment agency. Jaycees will be responsible for all public relations activities to promote the project among local business leaders. They will also print and distribute billboards and continue efforts to obtain city

monies for future operation of the project. Jaycees, actively engaged in the promotion of the project, will volunteer 600 man-hours or roughly $1,800 worth of labor. The Jaycees were instrumental in already raising $500 from the city and $2,000 from the Department of Labor.

CHAPTER NAME:

Springfield Jaycees

TOWN:

Springfield

STATE:

Missouri

AMOUNT OF GRANT:

$500

AMOUNT OF RESOURCES MOBILIZED:

$540

PROJECT PURPOSE:

Public Relations between the C.E.P. Program and the Community-at large

CHAPTER PRESIDENT:

Gordon A. Elliot
534 East Woodland
Springfield, Missouri 65804
417-883-0757 (H)
417-887-0585 (B)

PROJECT CHAIRMAN:

Patrick R. (Pat) Myers
110 South Main
Springfield, Missouri 65807
417-862-4155 (B)
417-862-4155 (H)

PARTNER AGENCY/DIRECTOR OR CONTAC

Ray Rosenbaum
Concentrated Employment Program
3003 E. Trafficway
Springfield, Missouri 65804
417-866-5092

SPRINGFIELD, MO. -The Springfield Jaycees received a $500 Project Mainstream grant for a public relations program to support their communities Concentrated Employment Program. The Concentrated Employment Program provides job training skills for the unemployed. However, this program lacks funds to obtain community support and develop potential employers. Therefore, the grant will be used to produce and show 30 second public service messages on television. Also, brochures about the program will be printed and distributed to potential employers of the disadvantaged. Jaycees are contributing 40 man-hours to develop the Public Relations effort.

CHAPTER NAME:

St. Paul Jaycees

TOWN:

St. Paul

STATE:

Minnesota

AMOUNT OF GRANT:

$5,000

AMOUNT OF RESOURCES:

$20,800

PROJECT PURPOSE:

Social and psychological adjustment to retirement for those in business

CHAPTER PRESIDENT:

Philip L. Bruner
W 2200 First National Bank Bldg.
St. Paul, Minnesota 55101
612-227-8021 (H)
612-426-3640 (B)

PROJECT CHAIRMAN:

Richard H. Votel
The Saint Paul Cos.
385 Washington St.
St. Paul, Minnesota 55102
612-221-7066 (B)
612-735-6543 (H)

PARTNER AGENCY:

Ramsey Action Programs (CAP)
509 Sibley Street
St. Paul, Minnesota 55102
L. Charles Bartz
612-227-8954

ST. PAUL, MINN.-St. Paul Jaycees have a $2,000 Project Mainstream grant for the establishment of a pre-retirement counseling program. This program will help formerly employed elderly persons cope with the emotional and financial problems that he or she faces with retirement. A minimum of 20 corporations have been already tied into the program. They are contributing $5,000 in matching funds towards the success of the program to sell the project to personnel officers of other local corporations. In addition, the Jaycees will help administer the program.

CHAPTER NAME:

Carson Jaycees, Inc.

TOWN:

Carson

STATE:

California

AMOUNT OF GRANT:

$4,000

AMOUNT OF RESOURCES MOBILIZED:

$46,527

PROJECT PURPOSE:

Rehabilitate deteriorated housing along with providing job training, and financial counseling and assistance.

CHAPTER PRESIDENT:

Joe Loria
415 South Carson Street
Carson, California 90745
213-835-9156

PROJECT CHAIRMAN:

William P. Krieter
19309 Scobey Avenue
Carson, California 90745
213-835-1122
213-635-7496 (B)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Mrs. Yslita A. Cockrell
The Carson Teen Council
1305 Bankers Drive
Carson, California 90746

CARSON, CALIFORNIA -The Carson Jaycees will use their $4,000 Project Mainstream grant for a housing rehabilitation project for low-income persons. The Carson Teen Council is the joint partner with the Jaycees. The project involves the repair of housing and a general clean-up of the surroundings. Financial counseling and assistance will be provided by Jaycees for residents of houses involved in the program. The program will involve residents in the actual repair of the homes. A monetary grant from the city has been promised Jaycees and they are soliciting other funds from local merchants. Carson Jaycees will volunteer 4004 man-hours to mobilize local funds and help train workers for the project.

CHAPTER NAME:

Cedar Rapids Jaycees

TOWN:

Cedar Rapids

STATE:

Iowa

AMOUNT OF GRANT:

$500

AMOUNT OF RESOURCES MOBILIZED:

$500

PROJECT PURPOSE:

A program that involves a positive attitude course for both providers and consumers of social services.

CHAPTER PRESIDENT:

Hal W. Walter
2348 Linden Drive S.E.
Cedar Rapids, Iowa 52403
319-364-5395 (H)
319-398-5503 (B)

PROJECT CHAIRMAN:

Robert Schobert
521 Red Fox Road S.E.
Cedar Rapids, Iowa 52403
319-398-2000 (B)
319-362-9218 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Don Williams
Kirkwood Community College
6301 Kirkwood Boulevard S.W.
Cedar Rapids, Iowa 52406
319-398-5471

CEDAR RAPIS, IA.- Cedar Rapids Jaycees received a $500 Project Mainstream grant for implementation of a self-development program for both receipients and providers of social services. The program's objective is to enhance the self-image of the social receipient and the social recepient's image in the eyes of the social provider. Jaycees are contributing 45 voluntary man-hours to organize the program. They will be responsible for over-all coordination and administration of the project.

CHAPTER NAME:

Stockton Jaycees

TOWN:

Stockton

STATE:

California

AMOUNT OF GRANT:

$2,500

AMOUNT OF RESOURCES MOBILIZED:

$6,400

PROJECT PURPOSE:

To establish and implement a local development corporation to stimulate economic growth of the area.

CHAPTER PRESIDENT:

Ken Watts
39 Gateway - Apt. C-15
Stockton, California 95202
209-948-1161 (B)
209-477-5081 (H)

PROJECT CHAIRMAN:

Ken Watts
39 Gateway - Apt. C-15
Stockton, California 95202
209-948-1161 (B)
209-477-5031 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Gary W. Wiowacki
San Joaquin County Local Development Corporation
Post Office Box 1232
805 E. Weber Avenue
Stockton, California 95202
209-466-3701

STOCKTON, CAL.-The Stockton Jaycees will use their $2,500 Project Mainstream grant to establish local community development corporation. The corporation will create business and job opportunities for the disadvantaged of the Stockton area. The San Joaquin County Local Development Corporation is the joint partner in the project. Jaycees will print and distribute brochures to local business and they will promote the project to the public. Research and public relations for the project will involve 200 Jaycee volunteer man-hours.

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CHAPTER NAME:

Portland Jaycees

TOWN:

Portland

STATE:

Oregon

AMOUNT OF GRANT:

$5,000

AMOUNT OF RESOURCES MOBILIZED:

$36,244

PROJECT PURPOSE:

Establish a senior citizens center

CHAPTER PRESIDENT:

Ernest L. Chapman
821 S.E. 73rd
Portland, Oregon 97216
503-255-2176 (H)
503-281-1238 (B)

PROJECT CHAIRMAN:

Paul Hart
10210 S.E. Washington
Portland, Oregon 97216
503-256-0220 (B)
503-256-0125 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Harry Kraus
Hollywood Boosters
4035 N.E. Sandy Blvd.
Portland, Oregon 97216
503-288-2865 (B)

PORTLAND, ORE. -A $5,000 Project Mainstream grant was awarded the Portland Jaycees for the establishment of a senior citizens center. Hollywood Boosters, an organization composed of over 70 local business, joint partner with the Jaycees, will fund the project. Plans call for the building of a permanent elderly center. The center will offer a recreational and social program, hot-line emergency assistance, transportation, and employment needs. Jaycees will volunteer 5,200 man-hours towards the research and development needed to build the center.

CHAPTER NAME:

Mobridge Jaycees

TOWN:

Mobridge

STATE:

South Dakota

AMOUNT OF GRANT:

$500

AMOUNT OF RESOURCES:

$5,300

PROJECT PURPOSE:

Establish a comprehensive youth program for low-income Indian and non-Indian youth.

CHAPTER PRESIDENT:

David Siemon
Mobridge, South Dakota 57601
605-845-3688 (B)
605-845-3983 (H)

PROJECT CHAIRMAN:

Bernie Webb
1218 Sunset
Mobridge, South Dakota 57601
605-845-3688 (B)
605-845-3113 (H)

PARTNER AGENCY/DIRECTOR OR CONTA

B. J. Jordon
Action Agency
c/o Montna Dakota Utilities
Mobridge, South Dakota 57601
605-845-3616

MOBRIDGE, S.D. -The Mobridge Jaycees received a $500 Project Mainstream grant for an Indian youth development project. The program includes personal counseling, job development, school tutoring and a recreational program. Mobridge's Community Action Agency and the Jaycees will also establish a counseling program for juvenile delinquents. Jaycee volunteers will act as counselors. Jaycees will contribute 600 man-hours to the project to provide technical assistance for the establishment of the project.

CHAPTER NAME:

Arcata Jaycees

TOWN:

Arcata - McKinleyville

STATE:

California

AMOUNT OF GRANT:

$5,000

AMOUNT OF RESOURCES MOBILIZED:

$14,882

PROJECT PURPOSE:

Assisting the organization and self-determination of Indian people through development of an Indian Center and provision of needed social programs.

CHAPTER PRESIDENT:

Mark Lewis Haskell
P. O.Box 896
Arcata, California 95521
707-442-3352 (B)
707-822-5991 (H)

PROJECT CHAIRMAN:

Jack Norton
P. O. Box 3108
Eureka, California 95501
707-443-9561 (B)
707-442-3605 (H)

PARTNER AGENCY:

Indian Action Council
Jack Norton

ARCATA JAYCEES - The Arcata, California Jaycees received a $5,000 Project Mainstream grant for the establishment of an Indian center. Recreational, social, cultural and health activities are to be conducted at the center, in addition to child care and legal services. The local Indian Action Council is the joint partner with the Jaycees in the project. The Council plans to mobilize $20,000 from revenue sharing funds to help build and operate the center. Jaycees will volunteer 320 man-hours to develop local sources and help renovate an old building for the Indian Center.

CHAPTER NAME:

Cedar Rapids Jaycees

TOWN:

Cedar Rapids

STATE:

Iowa

AMOUNT OF GRANT:

$3,000

AMOUNT OF RESOURCES MOBILIZED:

$5,000

PROJECT PURPOSE:

To provide jobs for senior citizens.

CHAPTER PRESIDENT:

Hal W. Walter
2348 Linden Drive, S.E.
Cedar Rapids, Iowa 52403
319-364-5395 (H)
319-398-5503 (B)

PROJECT CHAIRMAN

Richard Feller
2836 Seely S.E.
Cedar Rapids, Iowa 52403
319-398-5559 (B)
319-365-1998 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Richard Feller
Area X Agency on Aging
6301 Kirkwood Boulevard S.W.
Cedar Rapids, Iowa 52406
319-398-5559

CEDAR RAPIDS, IA.- Cedar Rapids Jaycees are using their $3,000 Project Mainstream grant to establisha program to "hire the elderly". The overall objectives are to coordinate available manpower and agency resources to assess employment needs of the elderly, assist the elderly in making their needs known; and to find employment for them. Jaycees will interview senior citizens; review current practices and policies of Cedar Rapids employers, and elderly, and provide publicity for the newly established and voluntarily-manned Senior Citizens Employment Service. Jaycees will volunteer 575 man-hours to help oversee the entire project.

CHAPTER NAME:

Fort Worth Jaycees

TOWN:

Fort Worth

STATE:

Texas

AMOUNT OF GRANT:

$5,000

AMOUNT OF RESOURCES MOBILIZED:

$135,000

PROJECT PURPOSE:

Providing for housing needs of the elderly poor.

CHAPTER PRESIDENT:

Tom Jones
3000 E. Belnap
Fort Worth, Texas 76116
817-834-0111

PROJECT CHAIRMAN:

Bennie Loughry, Jr.
6100 Camp Bowie Boulevard
Fort Worth, Texas 76116
817-732-8821 (B)
817-927-0479 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

William E. Nix
Texas Economic Development Corp (TEDC)
3025 Las Vegas Trail or P.O.Box 12186
Fort Worth, Texas 76116
817-244-7426

FORT WORTH, TX.-Fort Worth Jaycees received a $5,000 Project Mainstream grant for a housing rehabilitation program for the indigent elderly. The project involves raising $100,000 to provide loans for the rehabilitation of homes. As a spinoff, low-skilled workers and minority contractors will do all construction efforts. The Texas Economic Development Corporation, the joint partner, will provide legal, financial and real estate advice to those submitting loan applications. Jaycees, along with the Texas Economic Development Corporation will raise $20,000 to insure the financial continuity of the project. An extensive public relations campaign is being conducted to help mobilize local community resources. Jaycees will contribute 2,400 volunteer hours for the project.

CHAPTER NAME:

Atlanta Jaycees

TOWN:

Atlanta

STATE:

Georgia

AMOUNT OF GRANT:

$5,000

AMOUNT OF RESOURCES MOBILIZED:

$42,693

PROJECT PURPOSE:

Provide and maintain recreational facilities for poor children

CHAPTER PRESIDENT:

Jim Breedlove
32 Marietta Street, Northwest
Atlanta, Georgia 30303
404-524-3022 (H)
404-355-6802 (B)

PROJECT CHAIRMAN:

Joe Norton
First National Bank of Atlanta
P. O. Box 4148
Atlanta, Georgia 30302
404-588-5379 (B)
404-351-0182 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Mrs. Virginia Carmichael
City of Atlanta Dept. of Parks
and Recreation

ATLANTA, GA. - The Atlanta Jaycees have received a $5,000 Project Mainstream grant to continue and expand the operation of a recreational program for disadvantaged youth. Recreational programs for youth in the poor section of Atlanta are presently threatened with lack of funds. The grant will insure continued operation of present faciilities for poor youth. Funding for the program has been augmented by contributions from the city government, local businesses and a local foundation due to PR efforts by the Atlanta Jaycees. The Jaycees will donate 750 voluntary man-hours toward a fund raising campaign to raise $16,000 more to operate the program.

CHAPTER NAME:

Atlanta Jaycees

TOWN:

Atlanta

STATE:

Georgia

AMOUNT OF GRANT:

$2,000

AMOUNT OF RESOURCES MOBILIZED:

$11,291

PROJECT PURPOSE:

Aid poor youth to gain insights into business and income and responsibilities inherent in job situations.

CHAPTER PRESIDENT:

Jim Breedlove
Rich's, Inc. P. O. Box 4539
Atlanta, Georgia 30303
404-522-4636 (B)
404-35[illegible]-6802 (H)

PROJECT CHAIRMAN:

Oliver Powell
208-E Harwell Place, NW
Atlanta, Georgia 30318
404-344-9362 (B)
404-691-4576 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

David Beal
Atlanta Baptist Association

ATLANTA, GA.- Atlanta Jaycees received a $2,000 Project Mainstream grant for the operation of a summer employment program for disadvantaged youth. Called Job Squad, youth employment centers are scattered throughout the Atlanta area. The Atlanta Baptist Association, the joint partner, provides manpower to staff the centers. Jaycees have already mobilized the Citizens and Southern Bank who will provide a special savings incentive program for Job Squad participants. The bank will add 10 cents for every dollar in a job squader's savings account. The Jaycees have started an extensive public relations campaign to promote the program in order to mobilize local resources for the project. Jaycees will contribute $500 worth of manpower and are donating $156 in cash.

CHAPTER NAME:

South Milwaukee Jaycees

TOWN:

South Milwaukee

STATE:

Wisconsin

AMOUNT OF GRANT:

$2,500

AMOUNT OF RESOURCES MOBILIZED:

$14,050

PROJECT PURPOSE:

Provide low cost housing for purchase by low income families

CHAPTER PRESIDENT:

John T. Jaeger
610 Walnut Street
South Milwaukee, Wisconsin 53172
414-762-1942 (H)
414-271-6755 (B)

PROJECT CHAIRMAN:

Loran Cech
1223 Missouri Avenue
South Milwaukee, Wisconsin 53172
414-762-2500 (B)
414-762-0971 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

John R. Suminski
South Milwaukee Human Concerns, In
801 Marquette Avenue
South Milwaukee, Wisconsin 53172
414-762-5340 (B)

S. MILWAUKEE, WIS. - The Jaycee chapter of South Milwaukee, Wisconsin, will use their $2,500 Project Mainstream grant for a housing rehabilitation program for low-income families. The joint partner of the Jaycees, Human Concerns, Inc., have already purchased two old houses from the city for a token price. The houses will be moved to a new location where they will be rehabilitated by Jaycees and volunteers from Human Concerns, Inc. After rehabilitation, the prospective owners will be helped obtain a below market price FHA loan. Funds for this project will be solicited from both private citizens and the county government. Jaycees are contributing 470 man-hours to the project.

CHAPTER NAME:

Horton Jaycees

[redacted]:

Horton-Everest

STATE:

Kansas

AMOUNT OF GRANT:

$5,000

AMOUNT OF RESOURCES MOBILIZED:

$8,463

PROJECT PURPOSE:

Rehabilitate homes of elderly and low-income

CHAPTER PRESIDENT:

Jerry Young
150 West 12th
Horton, Kansas 66439
913-486-2180 (B)
913-486-2663 (H)

PROJECT CHAIRMAN:

Jerry Young
150 West 12th
Horton, Kansas 66439
913-486-2180 (B)
913-486-2663 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

William E. Metcalf
NEK-CAP, INC.
113 East Eighth Street
Horton, Kansas 66439
913-486-2156

HORTON, KS. - The Horton Jaycees will operate a housing rehabilitation project with their $5,000 grant. Plans call for the rehabilitation of 19 substandard homes in the community. The Community Action Program, NEK-CAP, is the joint partner and will develop all planning and administrative functions of the project. This project will utilize unskilled labor to provide job training for the unemployed. Jaycees will also provide credit and loan counseling for homeowners and advise them on home maintenance problems. Horton Jaycees are contributing 2,432 volunteer man-hours to the project.

CHAPTER NAME:

Minot Jaycees

CITY:

Minot

STATE:

North Dakota

AMOUNT OF GRANT:

$1,000

AMOUNT OF RESOURCES MOBILIZED:

$19,705

PROJECT PURPOSE:

Provide responsible adult to fill emotional needs of child without father or mother.

CHAPTER PRESIDENT:

Harvey Klitzke
500 S.W. 17th Street
Minot, North Dakota 58701
838-6034 (H) Area 701
839-3175 (B) Area 701

PROJECT CHAIRMAN:

David L. Williams
909 Soo Street
Minot, North Dakota 58701
701-838-4300 (B)
701-838-4343 (H)

PRATNER AGENCY/DIRECTOR OR CONTACT:

Richard T. Hansen
Minot YMCA
First Street and First Ave. S.E.
Minot, North Dakota 58701
701-838-9141

MINOT, N.D. - The Minot Jaycees will use their $1,000 Project Mainstream grant for the establishment of a Big Brother-Big Sister program in their community. This program will provide emotional and psychological stability for low-income fatherless or motherless children. The project, sponsored by the Minot YMCA and the Jaycees, will match an adult male with a boy or an adult female with an individual girl. The program will involve 75-100 low-income children. The Jaycees will volunteer 1,860 man-hours to act as Big Brothers for the program. Grant money will be used for administrative support to set-up the program and implement it.

CHAPTER NAME:

Waco Jaycees

TOWN:

Waco

STATE:

Texas

AMOUNT OF GRANT:

$1,000

AMOUNT OF RESOURCES MOBILIZED:

$3,960

PROJECT PURPOSE:

Rehabilitation of Elderly Housing

CHAPTER PRESIDENT:

Henry Fielder
1200 Alico Center
Waco, Texas 76701
817-756-7231

PROJECT CHAIRMAN:

Tom Chase
Box 1307
Waco, Texas 76703
817-753-2451 (B)
817-753-2712

PARTNER AGENCY/DIRECTOR OR CONTACT:

Billie Mack Patterson
Inner-City Ministry
Waco, Texas 76703
817-752-4211

WACO, TX. - The Waco Jaycees have a $1,000 Project Mainstream grant to develop a housing rehabilitation project for the poor. Jaycees, along with their joint partner, the Inner City Ministry of Waco, will work together to mobilize community resources. Already, they have suceeded in obtaining $1,500 worth of building materials from local merchants. The Jaycees will devote 720 volunteer hours to fund raising and on the job rehabilitation efforts.

CHAPTER:

Holland Jaycees

TOWN:

Holland

STATE:

Michigan

AMOUNT OF GRANT:

$5,000

AMOUNT OF RESOURCES MOBILIZED:

$10,380

PROJECT PURPOSE:

To provide a community center for the elderly to supply transportation, nutrition, employment & recreation

CHAPTER PRESIDENT:

Don Disselkoen
140 Lawrence
Zeeland, Michigan
616-772-9185 (H)
616-949-8100 (B)

PROJECT CHAIRMAN:

Dave Vander Kooi
120 Birchwood
Holland, Michigan 49423
616-396-2305 (B)
616-396-2279 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Lucy Lokers
Good Samaritan Center
20 West 15 Street Box 612
Holland, Michigan 49423
616-392-8831

HOLLAND, MICH. -Holland Jaycees are developing a senior citizens center with their $5,000 grant. Once the center is established, it will provide recreation, nutrition and social interaction programs for the elderly. Other activities such as arts and crafts, lectures, trips and shopping tours will be provided by the center. The Good Samaritan Center is the Jaycees joint partner in the project. They will provide partial funding of the project. The Jaycees will use the grant for a fund raising campaign for the center and for administrative support.

CHAPTER NAME:

Greensboro Jaycees

CITY:

Greensboro

STATE:

North Carolina

AMOUNT OF GRANT:

$500

AMOUNT OF RESOURCES MOBILIZED:

$12,500

PROJECT PURPOSE:

Assist elderly poor by rehabilitating their housing.

CHAPTER PRESIDENT:

Jay Cornet
6 Cranborne Court
Greensboro, North Carolina 27405
919-294-4833 (H)
919-273-3661 (B)

PROJECT CHAIRMAN:

Ed Sigmon
3208 Shallowford Drive
Greensboro, North Carolina 27406
919-292-2613 (H)
919-697-2665 (B)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Susan Scart
United Community Services -
Council on Aging
Lee Street & Murrow Blvd.
(YMCA Senior Citizens)
Greensboro, North Carolina
919-273-0081

GREENSBORO, N.C.- Greensboro Jaycees will use their $500 grant for a housing rehabilitation program. The grant will be used toward the rehabilitation of 200 substandard homes. A public relations campaign is being run to mobilize community funding resources. Jaycees have successfully involved local merchants to contribute building materials. Present efforts are being made to get area vocational students involved in the program. The Greensboro Coordinating Council on Aging, part of the United Community Services, is the joint partner on the project. They will provide assistance in selecting people who should receive help. Local Jaycees will volunteer 2000 man-hours, worth $10,000, for the repair of homes. They will also buy $500 worth of building supplies.

CHAPTER NAME:

Marion Jaycees

TOWN:

Marion

STATE:

Virginia

AMOUNT OF GRANT:

$5,000

AMOUNT OF RESOURCES MOBILIZED:

$16,612

PROJECT PURPOSE:

Fill emotional and moral needs of fatherless and low-income youth.

CHAPTER PRESIDENT:

Barry N. Firebaugh
127 Hemlock Street
Marion, Virginia 24354
703-783-2545 (H)
703-677-3111 (B)

PROJECT CHAIRMAN:

Allen Tyndall, Jr.
946 Middle Avenue
Marion, Virginia 24354
703-783-3791 (B)
703-783-8231 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Gordon Tuell
Mt. Community Action Program
Drawer 548
Marion, Virginia 24354
703-783-7337

MARION, VA. -- The Marion, Virginia Jaycees received a $500 Project Mainstream grant to expand the Big Brothers program in their community. Big Brothers match one underprivileged child with an adult who acts as a big brother to the child. Mountain C.A.P. is the joint partner and will provide office space, transportation and supplies for the program. Jaycees will contribute 2,496 man-hours to the program.

CHAPTER NAME:

Pittsburgh Jaycees

TOWN:

Pittsburgh

STATE:

Pennsylvania

AMOUNT OF GRANT:

$3,000

AMOUNT OF RESOURCES MOBILIZED:

$5,250

PROJECT PURPOSE:

Help minority and low-income youth with opportunities available in business

CHAPTER PRESIDENT:

Mark Bibro
411 Seventh Avenue
Pittsburgh, Pennsylvania 15219
412-381-6700 (H)
412-381-6700

PROJECT CHAIRMAN:

Richard E. Barber
2609 Sapling Street
Allison Park, Pennsylvania 15101
412-687-7500 (B)
412-486-8698 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Leonard E. Burnett
Urban Talent Development, Inc.
5604 Baum Roulevard
Pittsburgh, Pennsylvania 15206

PITTSBURGH, PA.--Pittsburgh Jaycees have received a $3,000 Project Mainstream grant to set up black urban youth business clubs in the inner-city. In order to stimulate the growth of black business, Jaycees with their joint partner, Urban Talent Development, Inc., are developing these clubs to teach school-age children the basic principles of business. In addition, local businessmen are providing adult leadership and guidance for the clubs. The clubs will set-up their own small businesses, operate them, provide business reports and operate monthly fund raising projects. Jaycees are volunteering 250 man-hours, worth $2,500 to get the business clubs established.

CHAPTER NAME:

Ringwood Jaycees, Inc.

TOWN:

Ringwood

STATE:

New Jersey

AMOUNT OF GRANT:

$500

AMOUNT OF RESOURCES MOBILIZED:

$2,635

PROJECT PURPOSE:

Construct a Community Playground

CHAPTER PRESIDENT:

William Calcagno
Post Office Box 126
Ringwood, New Jersey 07456
201-962-4246 (H)

PROJECT CHAIRMAN:

Geoffrey W. Wood
59 Cedar Road
Ringwood, New Jersey 07456
212-370-3367 (B)
201-962-7429 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT

Andrew F. Marshall
How-To Corporation
Post Office Box 568
Hewitt, New Jersey 07421
201-728-8077

RINGWOOD, N.J.: Jaycees of Ringwood, New Jersey were awarded a $500 Project Mainstream grant for the construction of a children's playground for residents of the "Mine Area", a desperately poor section of their community. Housing Operation with Training Opportunity, Inc., joint partner in the project will provide adminstrative support and heavy equipment necessary to build the park. In co-ordination with the Jaycees, a program will be developed to employ unemployed residents of the Mine area to work on the project. In addition, the Jaycees will provide 30 men to help with construction efforts. They plan to volunteer 250 man-hours valued at $750 to the project. Construction materials and $150 from the Jaycee treasury will supplement material and equipment contributions from the local CAP agency.

CHAPTER NAME:

Hampton Jaycees

TOWN:

Hampton

STATE:

New Hampshire

AMOUNT OF GRANT:

$150

AMOUNT OF RESOURCES MOBILIZED:

$225

PROJECT PURPOSE:

Provide dental care for needy children

CHAPTER PRESIDENT:

Edward A. Fernald
21 Thomsen Road
Hampton, New Hampshire 03840
603-926-2306

PROJECT CHAIRMAN:

Peter Thomas
South Road
Hampton Falls, New Hampshire 03844
603-926-3387 (B)
603-926-8738 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Charles E. Zumbrunner
Bureau of Dental Public Health
61 South Spring Street
Concord, New Hampshire 03301
603-271-2526

HAMPTON, N.H.-Jaycees received a $150 Project Mainstream grant to develop a needy child dental care program. Dental care is exorbitantly expensive for many families in this area. Therefore, local Jaycees will use their grant to develop a funding mechanism through which disadvantaged children can obtain dental care. Jaycees initiated the program idea and helped to tap $225 in matching funds from the state. The program works as a referral system, with the nurse sending the qualified child to a local dentist who is paid by state funds. Jaycees are involved in developing the organizational structure of the program and promoting it not only to government officials, but to parents, teachers and dentists as well.

CHAPTER NAME:

Woonsocket Jaycees

TOWN:

Woonsocket

STATE:

Rhode Island

AMOUNT OF GRANT:

$2,000

AMOUNT OF RESOURCES MOBILIZED:

$90,530

PROJECT PURPOSE:

Provide nutritional meals to low income elderly.

CHAPTER PRESIDENT:

Roland Falcioni
21 Dollard Avenue
Blackstone, Mass. 01504
617-883-9005 (H)
617-767-3700 (B)

PROJECT CHAIRMAN:

Douglas T. Brown
141 Main Street
Woonsocket, Rhode Island 02895
401-769-0410 (B)
401-766-4359 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Joan Carbone
Senior Opportunities Services
100 Front Street
Woonsocket, Rhode Island 02895
401-766-3734

WOONSOCKET, R.I.- Woonsocket Jaycees have a $2,000 grant to develop a nutrition and recreation program for the elderly poor. Initially, the project will help 100 elderly poor. Later, Jaycees hope to reach all elderly poor who need help in their area. The local Senior Opportunities Services, joint partner in the project, is providing most of the funding for the project. The Jaycees will expend 390 voluntary man-hours equal to $1,460, to operate a public relations campaign to attain mobilization of local resources. Recreational equipment for the project will be donated by Jaycees.

CHAPTER NAME:

Teaneck Jaycees

TOWN:

Teaneck

STATE:

New Jersey

AMOUNT OF GRANT:

$350

AMOUNT OF RESOURCES MOBILIZED:

$650

PROJECT PURPOSE:

Develop and operate a telephone hotline to prevent discrimination in housing.

CHAPTER PRESIDENT:

Stu Emanuel
281 Beech Street
Teaneck, New Jersey 07666
201-836-5327 (h & B)

PROJECT CHAIRMAN:

Stephen J. Cohen
511 Grenville Avenue
Teaneck, New Jersey 07666
212-541-9800 (B)
212-836-3423 (H)

PARTNER AGENCY/DIRECTOR OR CONTACT:

Matthew Relis
Teaneck Together
Box 165
Teaneck, New Jersey 07666

TEANECK, N.J. - A $350 Project Mainstream grant was awarded the Teaneck New Jersey Jaycees to establish and support a telephone "hot-line" to stop rampant housing discrimination which exists in their community. The telephone "hot-line" will monitor complaints of illegal real estate practices and this information will be given to legal authorities for appropriate action. A public relations program is being initiated to make the community aware of the existence of the "hot-line" and its purpose. Teaneck Together, joint partner with the Jaycees, will help to man the phones and provide administrative support. Jaycees will also donate 40 man-hours to the organization of the project.

WORK STATEMENT
PROJECT MAINSTREAM

The following work statement is for a contract to provide consultant service to The United States Jaycees' Human Improvement Program -- Project Mainstream by TOgether, Inc. Project Mainstream is designed to develop successful self-help programs throughout America, and to grant local initiative matching funds to develop these programs and others that foster the self-help attitude.

I. TOgether, Inc., proposes the following work statement to The United States Jaycees and The United States Jaycees Foundation for approval:

A. TOgether, Inc., will serve in a direct national liaison capacity to The United States Jaycees' Project Mainstream.

1. Serve as a consultant to The United States Jaycees and state and local Jaycee affiliates.

2. Serve as national consultant for the Jaycees when enting the program with governmental agencies ivate foundations upon request.

liaison to Project Manager, Office of Economic nity or designated funding agency.

APR 9 PLAINTIFF
EXHIBIT
U. S. DIST. COURT
E. D. OF N. Y.

B. National and Regional Seminars

TOgether, Inc., will plan and coordinate all training seminars for Project Mainstream.

1. Select locations with consenting Jaycee chapters and state Jaycee organizations.

2. Work with Program Development Director of The United States Jaycees and the Human Improvement Program Manager in developing agendas and acquiring speakers.

3. Coordinate speakers' itineraries with the Human Improvement Program Manager.

4. Assist The United States Jaycees Human Improvement Program Manager in setting up facilities for seminars.

5. Develop mailing list of those to be invited to the seminars and mail invitations.

6. Handle advance and on-site registration.

7. Coordinate all aspects of the seminars with Human Improvement Program Manager.

8. Compile seminar feedback survey forms.

9. Compile and write final seminar report for distribution to The United States Jaycees and the appropriate governmental reporting office.

10. The site, agenda and speakers for each seminar must be approved in advance by the Director of Program Development for The U.S. Jaycees.

TOgether, Inc., will assist the national Human Improvement Program Manager in coordinating the State Chairmen's Workshop in the same manner as the regional seminars.

Sample seminar program for 1973-74:

The seminar will cover the five aspects of Project Mainstream as covered in the proposal:

Self-Help Programs
Housing Development
Resource Mobilization
Communications
Economic Development

In addition, an internal workshop will endeavor to show how to apply the basic principles of Jaycee chapter management in solving everyday community people problems. The seminar will also incorporate the R.O.C. planning concept and P.P.P. in solving people and community problems.

TOgether, Inc., will assist the State Human Improvement Chairmen in developing their state seminars with the following:

Sample agenda for one day seminar
Assistance in acquiring keynote speakers
Materials as needed
Lists of other organizations that would be interested in participating

Other services as needed:

Monitor state seminar success

C. Grant Processing and Review

TOgether, Inc., will develop and mail grant applications to chapters and set deadlines for the return of the completed applications. The grant applications shall be developed in the standard format designated by The U.S. Jaycees and must be approved by The U.S. Jaycees' Director of Program Development. Deadlines shall also be approved by The U.S. Jaycees' Director of Program Development. TOgether, Inc., will review applications to make sure they comply with stipulations in the Project Mainstream proposal. TOgether, Inc., will recommend to The U.S. Jaycees Foundation recipients of local initiative grants. TOgether, Inc., will develop a broad based public relations release and circulate same. The U.S. Jaycees' Public Relations Department shall be furnished copies of all news releases and the distribution list for each.

TOgether, Inc., will develop the reporting procedures for the grantee and maintain the necessary record keeping facilities for a timely follow-up for the program. Each grantee chapter will be required to complete a bi-monthly report showing the man-hours, local initiative support and

a synopsis of activity within that period for the grant.

On the basis of these bi-monthly reports, TOgether, Inc., will furnish quarterly reports to The United States Jaycees. Seventy-five copies of each such report shall be furnished. These reports shall contain detailed statistical information on the progress of the sub-grant program, including but not limited to: names of chapters participating; local Project Mainstream chairmen in participating chapters; brief description of the Mainstream project(s) of each participating chapter; matching funds generated in each chapter; other organizations and agencies assisting in the project with each chapter; estimated number of man-hours contributed in each chapter project; estimated total dollars expended by each chapter; and a brief evaluation of the progress of each chapter project by the TOgether, Inc., staff. In addition to these statistics broken down by chapter, the same information will be totaled for the entire project. In addition to these quarterly reports, TOgether, Inc., shall report to The U.S. Jaycees and The U.S. Jaycees Foundation at such times as may be required by the Executive Vice President of The U.S. Jaycees or the Executive Director of The U.S. Jaycees Foundation.

D. National Advisory Council

Together, Inc., will recommend to The United States Jaycees Foundation ~~Board of Directors~~ Trustees persons to serve on the

Project Mainstream National Advisory Council:

4 Jaycees

4 Representatives of community organizations and agencies working on related self-help programs

1 Representative of the Corporation for Public Broadcasting

1 Representative of Department of Labor, manpower specialist

1 Representative of H.U.D., housing and community development specialist

1 Representative of Office of Economic Opportunity

1 Representative of National Center for Voluntary Action

TOgether, Inc., will coordinate two meetings of the National Advisory Council, one to review the initial proposals and the second to review the progress of the grants to make recommendations to The U.S. Jaycees Foundation concerning qualifications of the grantees for the second half of their grant.

E. Program Development

TOgether, Inc., will work with other national organizations in preparing professional up-to-date program kits for the program and will submit these kits for approval of the Program Development Director of The U.S. Jaycees before printing.

TOgether, Inc., will develop kits in the following areas:

1. Housing - TOgether, Inc., will work with these national

organizations in compiling ~~our~~ materials:

Non-Profit Housing Center
Partners for Housing
Department of Housing and Urban Development
Farmers Home Administration

TOgether, Inc., will work closely with Jaycee chapters and other community organizations involved in housing development and management to keep The U.S. Jaycees apprised of new housing policies and trends. The research staff will prepare periodic updates to the kits advising of changes that could affect various Jaycee housing programs.

Emphasis in this area will be on housing development, tenant upkeep and local housing development corporations.

2. Economic Development - TOgether, Inc., will work with these national organizations in compiling ~~our~~ materials:

Small Business Administration
Office of Minority Business Enterprise
Major Corporations

TOgether, Inc., will work closely with the above entities to develop "how to do it" kits to be used by Jaycees and other community organizations with which Jaycee chapters work, to develop and foster economic development programs in the respective grant

cities involved in this segment of the project.

TOgether, Inc., will endeavor to develop resource material information to advise a chapter if there is already a similar program in their community that they should work with rather than developing another separate program in self-help for economic development.

3. Resource Mobilization

TOgether, Inc., will assist The United States Jaycees, state and local Jaycees in mobilizing other community resources to:

Work with them on self-help programs

Develop local program resources

Provide funding and volunteer assistance

Provide assistance to local Jaycees in seeking out the successful self-help programs that have been run in communities

TOgether, Inc., when possible, will develop specific program concepts to obtain business and industry assistance to local Jaycees self-help programs.

TOgether, Inc., will research and endeavor to advise local Jaycee chapters on the programs that corporations are running that directly relate to the self-help programs Jaycees are running and advise them how they may tie in to these programs.

TOgether, Inc., will provide other reasonable services in regard to Project Mainstream that are requested by The United States Jaycees' National Human Improvement Program Manager.

4. Communications

TOgether, Inc., will assist The United States Jaycees, state and local Jaycees in developing communications concepts that can be used to publicize their self-help programs.

TOgether, Inc., will develop liaison with national communications personnel (Corporation for Public Broadcasting) to develop the necessary support to publicize the high impact self-help projects. Such liaison shall be coordinated through the Executive Vice President of The U.S. Jaycees or his designee.

TOgether, Inc., will select those programs that show merit in fostering the self-help attitude and develop promotional aids such as films and printed material for use in other communities that need both the concepts and motivation to become involved.

5. Self-Help Development

TOgether, Inc., will utilize the existing Jaycee materials for personal development. The Program Managers for Family Life Development, L.I.A., P.P.P.

and R.O.C. will be used when available as consultants for regional seminars.

TOgether, Inc., will encourage all the chapters, organizations and individuals involved in the program to utilize programs to develop the leadership training, goal setting and plans of action necessary to run a successful program.

TOgether, Inc., will assist in developing kits that explain these programs in grass roots form.

6. Research Staff

TOgether, Inc., will develop a research staff that will work with other national and local organizations such as the National Center for Voluntary Action to glean out those self-help programs that are successful. The research staff will assist Jaycees and other community groups by referring those programs to them for implementation in their communities.

The research staff will assist the local, state and national Jaycee staff with program information as needed. The research staff, where possible, will assist those chapters that need assistance with developing grant proposals for further financing their programs.

The TOgether, Inc., research staff will develop a [illegible] center that will consist of the following:

Local Program Plans

Government Programs

National Resources Available

Research Programs

Current Trends in Programming Areas

Consultants Available

Speakers Bureau

Program Statistics from Local Areas

Copies of all materials in the proposed research center will be provided for The U.S. Jaycees' Director of Program Development.

7. Project Promotion

TOgether, Inc., will promote The U.S. Jaycees' Mainstream program at organizational meetings, such as:

American Bankers Association

Urban League

NAACP

Jaycees - state and national meetings upon request

League of Cities

Conference of Mayors

In each instance, before engaging in such promotion, TOgether, Inc., must have the approval of the Executive Vice President of The United States Jaycees.

Urban Affairs Directors of Corporations

Lions

Kiwanis

NAACP

Urban League

Bureau of Indian Affairs

National Center for Voluntary Action

In addition, TOgether, Inc., may be called upon from time to time by the Executive Vice President of The U.S. Jaycees to perform liaison duties with governmental, public and private organizations that have programs similar to Project Mainstream.

The Executive Vice President of The U.S. Jaycees shall be notified in advance of all contacts by TOgether, Inc., with other organizations, businesses, foundations, and government agencies relating in any manner to Project Mainstream or the Jaycees. If the Executive Vice President of The U.S. Jaycees does not approve of any specific contact, such contact shall not be made by TOgether, Inc., in the name of the Jaycees.

When contacting state or local governmental officials relative to The U.S. Jaycees' Project Mainstream the respective state or local Jaycee president will be notified prior to the contact.

o TOgether, Inc. will publish the program newsletter

"TOgether" in cooperation with the national Human Improvement Program Manager.

The publication will be bi-monthly and will cover the outstanding project chairman, the month's outstanding self-help project, news of interest, and coming events.

10. TOgether, Inc., as national consultant for The United States Jaycees, will adhere to the policies and procedures established by the organization in communicating with Jaycee chapters throughout the country:

A. Advise state president of planned visitations to chapters (request permission);

B. Copy national vice president, state president and Human Improvement Program Manager on all correspondence relating to this project;

C. Acquire approval of the Executive Vice President of The U.S. Jaycees or Executive Director of The U.S. Jaycees Foundation prior to making any calls in reference to Jaycee program funding solicitation as related to this project or any Jaycee project;

D. Keep communications (written) flowing between national Human Improvement Program Manager and TOgether, Inc.;

E. TOgether, Inc., will provide The U.S. Jaycees Foundation and The U.S. Jaycees' Director of Program Development detailed monthly reports and provide [illegible] of all activity by TOgether, Inc., in relation to Project Mainstream as described in Section I.D. Such monthly reports shall also include, but not be limited to: summary of all activity by TOgether, Inc., during the month on the project; a listing of all travel in conjunction with the project; a review of the status of all work in process on major objectives; explanations of deviations from the plan of action submitted with this sub-contract; a projection of all travel and major activities planned for the following month.

II. Contract Funding

A. This contract shall be for twelve (12) months or for the same period of time as the prime contract. However, this contract may be extended or amended through the mutual consent of both parties. Any amendments or modifications shall be in writing and shall become a part of the contract.

B. The United States Jaycees agrees to pay the sub-contractor, TOgether, Inc., in advance 2/12 of the total amount of the contract upon receipt of first advance from the granting agency and to make subsequent monthly payments upon billing from TOgether, Inc., computed as follows:

Expenses Incurred Thru Current Month	$
Plus: Estimate of Expense for Month of ___ 19__	$_____
Total Actual/Estimated Expenses	$
Less: Funds Received Thru ___ 19__	$_____
Due TOgether, Inc.	$_____

1. The United States Jaycees will be billed in duplicate, and said billings shall be mailed to the attention of the Executive Vice President. Expense billings shall be by line item both as to expenses to date and the estimate for one (1) month's advance.

C. It is understood that this contract is totally dependent

upon the fiscal limitations on agency funding as provided in the granting of the funds necessary for its execution to The U.S. Jaycees by The U.S. Jaycees Foundation. Should th funds not be granted, this contract shall become null and void or if granted only in part or curtailed by The U.S. Jaycees Foundation at anytime during the term of this contract, this contract shall be revised accordingly. However The U.S. Jaycees shall indemnify TOgether, Inc., for any expenses or obligations incurred in good faith on behalf of this project, to the extent of any unexpended funds granted to The U.S. Jaycees by The U.S. Jaycees Foundation for this project.

D. Per diem expenses will not exceed those allowed by the Office of Economic Opportunity regulations as set forth in the grant to The United States Jaycees. All travel shall be made in accordance with Office of Economic Opportunity regulations.

E. TOgether, Inc., will hire a certified public accountant to handle all records in compliance with federal audit procedures. provide internal audit procedures. A preliminary audit shall be conducted after the first ninety (90) days of this sub-contract with a report concerning the adequacy of TOgether, Inc's accountin systems and procedures provided The U.S. Jaycees within thirty (30) days of said audit. The audit of TOgether, Inc records must be completed within the first 120 days of the

sub-contract.

F. In consideration of the economy and expertise of The U.S. Jaycees' printing services, graphics services, data processing services and supplies services, TOgether, Inc., shall offer first consideration when such services are required for this project to acquiring these services from The U.S. Jaycees. When such services can't be provided on a satisfactory basis by The U.S. Jaycees, TOgether, Inc., will contract for such services outside The U.S. Jaycees.

III. Terms of Agreement

A. TOgether, Inc., shall perform according to ~~the~~ item B attached, the plan of action beginning in July, 1973, or immediately after awarding of the contract to The U.S. Jaycees by The U.S. Jaycees Foundation.

B. Examination of Records - TOgether, Inc., agrees that the Comptroller General of the United States ~~Jaycees~~ or any of his duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers and records of TOgether, Inc., involving transactions related to this sub-contract, until the expiration of three years after final payment under this sub-contract. TOgether, Inc., further agrees that the Executive Vice President of The U.S. Jaycees or his

designee shall have access to and the right to examine any directly pertinent book, documents, papers and records of TOgether, Inc., involving transactions related to this sub-contract so long as TOgether, Inc., is a sub-contractor of The U.S. Jaycees. TOgether, Inc., further agrees to return to The U.S. Jaycees all the above information pertinent to this sub-contract if TOgether, Inc., ceases to be in business at any time during the three year period following completion of said contract.

C. Equal Opportunity - During the performance of this contract, the contractor agrees as follows:

1. TOgether, Inc., will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. TOgether, Inc. will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. TOgether, Inc., agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by the contracting officer setting forth the provisions of this equal opportunity clause.

3. TOgether, Inc., will, in all solicitations or advertisement for employees placed by or on behalf of TOgether Inc., state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

4. TOgether, Inc., will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative ~~of~~ TOgether, Inc., commitments under this equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. TOgether, Inc., agrees that this contract shall not be sold, assigned, or transferred, in whole or part to any third party.

E. TOgether, Inc., agrees that its performance of work under this contract may be terminated with a thirty day notice for the following reasons:

harmless from and against all liabilities, costs, expenses, obligations, claims, damages and causes of action of any kind whatsoever, including charges for attorney fees which may be incurred by Jaycees by reason of and arising out of any individual action against TOgether, Inc.

I. The U.S. Jaycees agree to provide group hospitalization, surgical, major medical and life insurance for the employees of TOgether, Inc. TOgether, Inc., will pay the premiums for this insurance monthly to The U.S. Jaycees and provide The U.S. Jaycees personnel administrator with all necessary employee information relative to this coverage. Coverage will be continued for U.S. Jaycees ~~who become~~ employees employees of TOgether, Inc., and will be offered to all new employees of TOgether, Inc.

IV. In witness thereof the parties hereto have executed this agreement the day and year set forth.

THE UNITED STATES JAYCEES

Ray Roper

Ray Roper
Executive Vice President
The United States Jaycees

Date: 7/1/73, 1973

TOGETHER, INC.

Bern Gentry
President
TOgether, Inc.

Date: 7/1/73, 1973

Attest: Thomas E. Klinga

Bern Gentry

Chick Westover

Budget Comparative Analysis
1973-74

	U.S. Jaycees Foundation	TOgether, Inc.	U.S. Jaycee
Salaries	$ 91,000	$ 69,500	$ 21,500
Fringe Benefits	12,000	9,035	2,965
Travel			
Officer	8,000	-	8,000
Staff	30,000	23,000	7,000
Regional Seminars	30,000	5,000	25,000
Consultants	~~15,000~~ 11,000	~~8,000~~ 4000	7,000
TOTAL	~~83,000~~ 79,000	~~36,000~~ 32,000	47,000
Project Materials			
Promotional Materials	40,000	30,000	10,000
Publications	10,000	8,000	2,000
Office Supplies	4,000	3,000	1,000
Reporting Materials	3,000	3,000	-
Postage	8,000	6,000	2,000
TOTAL	65,000	50,000	15,000
Data Processing	3,000	2,000	1,000
Space Rental	~~12,000~~ ~~9,000~~ 9,000	~~8,000~~ 6,000	~~3,000~~ ~~1,000~~ 3,000
~~Depreciation~~	~~3,000~~	~~1,000~~	~~2,000~~

	U.S. Jaycees Foundation	TOgether, Inc.	U.S. Jaycees
Equipment Rental	$ ~~6,000~~ 9,000	$ ~~6,000~~ 9,000	$ -
Telephone	15,000	11,000	4,000
Evaluation Team (Meetings & Travel)	12,000	-	12,000
Consultants Fees + Temporary help	~~45,000~~ 49,000	4,000	45,000
Legal & Accounting Services	5,000	4,000	1,000
Local & Initiative Grants	225,000	-	-
TOTAL	$574,000	~~$107,035~~ $96,035	$151,965

PLAINTIFF
EXHIBIT
U. S. D. C. COURT
S. D. OF N. Y.

EAM NATIONAL COORDINATING COUNCIL

NTRY, DIRECTOR, PROJECT MAINSTREAM

MAINSTREAM PROGRESS REPORTS

1973

PROJECT MAINSTREAM WILL BE REFUNDED FOR 1973-74 WITH A $574,000 BUDGET OF WHICH $225,000 WILL BE AVAILABLE FOR LOCAL INITIATIVE SUBGRANTS. IT IS ANTICIPATED THAT IN ACCORDANCE WITH THE RECOMMENDATION OF THE MAINSTREAM NATIONAL COORDINATING COUNCIL THIS PAST MARCH, THE PROJECT WILL BE ADMINISTERED BY TOGETHER INC., A PRIVATE NON-PROFIT MANAGEMENT CONSULTING FIRM. TOGETHER INC. WILL BE STAFFED BY THE CURRENT PROJECT MAINSTREAM PROGRAM STAFF. THIS CHANGE IN PROJECT ADMINISTRATION IS SCHEDULED FOR JULY 1, BUT COULD POSSIBLY BE DELAYED UNTIL AS LATE AS AUGUST 1, PENDING COMPLETION OF GRANT RENEWAL PROCESSING.

RELATIVE TO OTHER RECOMMENDATIONS OF THE MARCH N.C.C. MEETING, THE FOLLOWING ACTIONS HAVE BEEN TAKEN:

1. A REVENUE SHARING PACKAGE HAS BEEN ADOPTED FOR USE IN JAYCEES PROGRAMS, SPECIFICALLY PROJECT MAINSTREAM.
2. AUDIO-VISUAL EQUIPMENT CONSISTING OF A PORTABLE TELEVISION CAMERA, RECORDER AND MONITOR HAS BEEN PURCHASED FOR USE IN THE PROGRAM.
3. THE PROJECT MAINSTREAM POSTER HAS BEEN ADAPTED FOR GENERAL USE IN PROMOTION FOR PROJECT MAINSTREAM, INCLUDING THE STATIONERY FOR PROGRAM USE.
4. A 30-SECOND PUBLIC SERVICE ANNOUNCEMENT HAS BEEN PREPARED FOR TELEVISION USE; 250 COPIES OF THIS P.S.A. WILL BE PRODUCED FOR

DISTRIBUTION TO T. V. STATIONS THROUGHOUT THE COUNTRY.

5. DURING THE MONTH OF MAY, WE RETAINED THE SERVICES OF BOB COBB, FORMER DIRECTOR OF PROGRAM DEVELOPMENT FOR THE U. S. JAYCEES, TO REVIEW AND EVALUATE SEVERAL SUBGRANT PROJECTS. THESE REPORTS WERE SENT TO YOU PREVIOUSLY.

6. PROJECT MAINSTREAM FOR 1973-74 HAS BEEN EXPANDED TO ENCOMPASS PARTNERSHIPS BETWEEN JAYCEES AND ANY OTHER COMMUNITY AGENCY OR ORGANIZATION WHICH CAN ASSIST IN THE DEVELOPMENT OF LOCAL SELF-HELP PROGRAMS.

NATIONAL COORDINATING COUNCIL RECOMMENDATIONS MADE IN MARCH WHICH HAVE NOT YET BEEN IMPLEMENTED BUT ARE STILL A PART OF OUR PLANS INCLUDE THE FOLLOWING:

1. DEVELOPMENT OF A FIFTEEN-MINUTE FILM SUMMARIZING PROJECT MAINSTREAM AND SUITABLE FOR USE IN PROGRAM PROMOTION TO JAYCEES, OTHER COMMUNITY ORGANIZATIONS AND AGENCIES, AND THE GENERAL PUBLIC.

2. EXPANSION OF THE SCOPE OF PROJECT MAINSTREAM TO INCLUDE ADDITIONAL PROGRAM AREAS.

3. INCLUSION OF A COMMUNITY SCHOOL PROFESSIONAL ON THE MAINSTREAM NATIONAL COORDINATING COUNCIL.

THANK YOU ALL FOR YOUR EAGER PARTICIPATION AND ASSISTANCE TO US THIS PAST YEAR IN THE IMPLEMENTATION OF PROJECT MAINSTREAM.

MEMO TO: PROJECT MAINSTREAM NATIONAL ADVISORY COUNCIL

FROM: BERN L. GENTRY, NATIONAL CONSULTANT

RE: NEW COUNCIL MEMBER AND PROJECT STATUS FOR 74-75

DATE: FEBRUARY 20, 1974

WE ARE VERY PLEASED TO REPORT THAT,

DR. FRANK WILLIAMS
DEPUTY ASSOCIATE DIRECTOR
DOMESTIC AND ANTI-POVERTY PROGRAMS
ACTION
806 CONNECTICUT AVENUE, RM. 1001
WASHINGTON, D.C.

(202) 254-7376

WILL BE JOINING US ON THE NATIONAL ADVISORY COUNCIL, THANKS TO "ACTION" SUPPORT. "ACTION" IS THE GOVERNMENT'S VOLUNTEER COORDINATING AGENCY, FOR THOSE OF YOU WHO ARE NOT FAMILIAR. DR. WILLIAMS IS HEAD OF "VISTA".

GREAT NEWS! PROJECT MAINSTREAM HAS BEEN CHOSEN AS A "MAJOR EMPHASIS PROGRAM" OF THE NATIONAL JAYCEES FOR 1974-75. THIS MEANS THAT ALL OFFICERS WILL ENCOURAGE ALL 6,700 LOCAL CHAPTERS PROGRAM.

PLAINTIFF
EXHIBIT
U. S. DIST. COURT
E. D. OF N. Y.

PLAINTIFF
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

THE NEW YORK CITY JAYCEES, INC.,

-Plaintiff,

-against-

UNITED STATES JAYCEES, INC. and NEW YORK STATE JAYCEES, INC.,

Defendants.

SUPPLEMENTAL AFFIDAVIT IN SUPPORT OF PRELIMINARY INJUNCTION

State of New York]
City of New York] ss:

I, JAMES J. WARFIELD, being duly sworn, depose and say:

1. I am the President of the New York City Jaycees, Inc. and make this supplemental affidavit to bring to the attention of this honorable Court certain facts which have taken place after the making of my last affidavit.

2. As the Court is aware, a meeting was to be held of the United States Jaycees, Inc. Executive Board of Directors on February 16, 1974 to determine whether or not the New York City charter should be revoked. On February 18, I received by certified mail from the office of the legal counsel of the United States Jaycees a letter and a copy of a resolution passed on February 16, 1974 by the said Executive Board of Directors which perspectively revokes the charter of the New York City Jaycees, Inc., effective immediately upon the dissolution on any order of this Court. A copy of said letter and the resolution are attached hereto and marked Exhibits A and B.

3. On March 5, 1974, I was shown by my attorney a copy of an affidavit signed by Mr. Ray Roper, Executive Vice President of the United States Jaycees. On page 3 of the affidavit, Mr. Roper discusses the meeting described above and states as follows: "That meeting has never been held." I am at a loss to explain what that statement means, since in addition to the letter and resolution from the legal counsel I also received a copy of the resolution and a personal letter from Ray Roper discussing said resolution. A copy of this letter is attached hereto and marked Exhibit C.

4. As to the Federal monies coming to the New York City Chapter through the United States Jaycees, the following development has taken place: On or about February 15, 1974, in a telephone conversation with Bern Gentry of Together, Inc., I was informed that the New York City Jaycees have been awarded a $4,500 Project Mainstream subgrant.

5. As the Court may be aware, Project Mainstream is a program of joint action efforts between the Jaycees and other community organizations active in housing development, economic development, resources mobilization and community interaction. Upon information and belief, Project Mainstream is funded by a grant of approximately $550,000 from the Office of Economic Opportunity. Attached hereto and marked Exhibit D is the latest newsletter from the United States Jaycees listing the latest approved Project Mainstream grants, the chapters receiving the grants, the program areas and the amount of the subgrant.

6. I was informed by Mr. Gentry that the New York City chapter would receive one half the proposed $4,500 grant immediately to begin work on its project. However, at the time of this writing, the check has not yet been received by us, although we have no reason to believe it will not be delivered in due course. However, there is some doubt as to what will happen

to the program and the remainder of the monies if the New York City chapter should lose its charter and become disaffiliated with the United States Jaycees. If we are denied the remainder of the money, then clearly the beneficiaries of the program will be the ones to suffer the injury.

James J. Warfield

Sworn to before me this 5th day of March, 1974.

SHEILA MAURA KANOS
Notary Public, State of New York
No. 31-4511719
Qualified in New York County
Commission Expires March 30, 1975

UNITED STATES JAYCEES
BOX 7 TULSA, OKLAHOMA 74102

BRIAN R. HEANEY
LEGAL COUNSEL
[illegible] Floor, Union Bank Plaza
Grand Rapids, Michigan 49502
[illegible]
[illegible]

AFFILIATED WITH JUNIOR CHAMBER INTERNATIONAL

February 18, 1974

New York City Jaycees, Inc.
65 Library Street
New York, New York 10005

Attention: Mr. James J. Warfield

Dear Jack:

I am enclosing a copy of the resolution which was adopted at 2:30 P.M. on February 16, 1974, by the Executive Board of Directors of the United States Jaycees.

I am sure the resolution is self-explanatory. However, if you have any questions concerning it, please do not hesitate to call.

Yours very truly,

UNITED STATES JAYCEES

Brian R. Heaney

Brian R. Heaney, Legal Counsel

BRH:LE
enc.
c.c. Mr. Ray Roper
Mr. Corber
Mr. Russell Williams
Mr. Kevin McDonough

Certified Mail

RESOLUTION

WHEREAS, by letter dated October 10, 1973, the New York City Jaycees, Inc., ('New York Jaycees) was duly notified that it may be in violation of The United States Jaycees' By-Laws which limit active membership to males and that a hearing would be held on February 16, 1974, pursuant to By-Law 4-10. of The United States Jaycees, to consider revocation of the charter of the New York Jaycees unless good cause to the contrary is shown; and

WHEREAS, on February 11, 1974, the United States District Court for the Southern District of New York ("the Court") issued a temporary restraining order to be served by certified mail restraining The United States Jaycees, The New York State Jaycees, Inc., and servants, employees and attorneys and all persons in active participation with them acting independently or jointly from revoking, suspending, rescinding or otherwise invalidating the charter of the New York Jaycees; and

WHEREAS, the Court has scheduled for hearing on February 20, 1974, the New York Jaycees' motion for preliminary injunction; and

WHEREAS, the New York Jaycees has admitted that it is in violation of the By-Laws of The United States Jaycees,

NOW, THEREFORE, BE IT RESOLVED

1. That the charter of the New York Jaycees is to be revoked effective immediately upon termination or dissolution of any temporary restraining order or preliminary or final injunction issued by the United States District Court for the Southern District of New York or any other court of competent jurisdiction.

2. That this resolution is not to be applied or construed in any way in contravention of the terms of any restraining order or injunction of the United States District Court for the Southern District of New York or any other court of competent jurisdiction.

OFFICE OF THE
EXECUTIVE VICE PRESIDENT

February 19, 1974

Mr. James J. Warfield
President
New York City Jaycees, Inc.
15 Liberty Street
New York, New York 10005

Dear Jack:

Enclosed is a copy of the resolution adopted by the Executive Board of Directors at their meeting on Saturday, February 16. At this meeting, Brian Heaney explained the status of the litigation in New York City and then offered the resolution to the Executive Board for their consideration. As I mentioned over the phone yesterday, State President Russ Williams abstained from any participation in the discussion or the action on the resolution. The resolution was adopted by the other members of the Executive Board of Directors.

It was good to visit with you over the phone. Please don't hesitate to contact me anytime you have any items you would like to discuss.

Sincerely,

Ray Roper
Executive Vice President

RR:sh

cc: Brian Heaney
Tom Dunck
Gaylord Boilesen
Al Murfin
Russ Williams

Together

Feb. 1974

FINAL PROJECT MAINSTREAM GRANT AWARDS MADE

The national Project Mainstream Advisory Council recently recommended, and the U.S. Jaycees Foundation approved, the following Project Mainstream Grants:

Chapter	Program Area	Amount of Sub-Grant
Floyd County, Kent.	Canning Center	$5,000
Berlin-Gorham, N.H.	Day Care Center	500
Winston-Salem, N.C.	Minority Business Training	2,000
Canton, Ohio	Employment Transportation	3,500
Jenkins Area, Kent.	Crafts Center	500
Columbus, Ga.	Management Relations Program	400
Indianapolis, Ind.	Canning Center	1,500
Kansas City, Mo.	Job Readiness	750
Chicago-So. End, Ill.	Ex-Offender Employment	3,500
So. Bend, Ind.	Canning Center	3,000
St. Joseph, Mo.	Job Training & Placement	4,500
Akron, Ohio	Career Counseling	1,000
Cave Springs, Va.	Winterize Homes	3,000
Midland, Mich.	Elderly Housing Rehab	4,000
Bridgewater-Dayton, Va.	Housing Rehab	300
Longmont, Colo.	Elderly Housing Rehab	1,000
New Rochelle, N.Y.	Winterize Homes	2,500
Colorado Springs, Colo.	Housing Rehab	2,500
Beckley, W. Va.	Health Maintenance Organization	3,000
Harrisonburg, Va.	Dental Care Education	1,000
Jackson, Mich.	Senior Citizen's TV	450
Jackson, N.J.	Elderly Blood Bank	880
Clinton, Mo.	Elderly Transportation	4,000
Topeka, Kansas	Elderly Handyman	3,000
Comstock, Mich.	Elderly Assistance	5,000
Williston, N.D.	Elderly Health Screening	1,000
Commerce City, Colo.	Child Abuse	2,500
Skamania, Wash.	Co-op Pre-School	400
New Haven, Conn.	Youth Development Program	3,000
Spanish Fork, Utah.	Youth Development Program	3,000
Alliance, Ohio	Youth Center	3,000
New York City	Youth Athletic Program	4,500
Chattanooga, Tenn.	Boy's Club Employment	2,500
Missouri Jaycees	Child Abuse	800
Santa Monica, Calif.	Fatherless Girls	800
Sharonville, Ohio	Teenage Parents Education	2,600
New Braunfels, Tx.	Youth Employment	4,500
Olean, N.Y.	Reading is Fundamental	500
Bridgewater-Dayton, Va.	Girl Scout Camping	150

Chapters contemplating sponsoring a Mainstream program or those that already are involved in "Mainstream" desiring information pertaining to operating a project, may write directly for help. Inquiries should be sent to: Mr. Bern Gentry, TOGETHER, Inc., Box 3933, Tulsa, Oklahoma 74152.

Official Publication of Project Mainstream

Project Mainstream is a program of joint action efforts between Jaycees and other community organizations active in Housing [illegible], Economic Development, Resource Mobilization and Community Interaction. Project Mainstream is funded by a grant from the U.S. Office of Economic Opportunity to the U.S. Jaycees Foundation.

OFFICE OF ECONOMIC
OPPORTUNITY

A-258

EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON, D.C. 20506

Correspondence should
Reference: 60098-G-73-01

JUN 28 1973

United States Jaycees Foundation
P. O. Box 7
Tulsa, Oklahoma 74102

ATTENTION: Mr. Bern Gentry

Gentlemen:

I am pleased to inform you that a grant action has been approved to assist you to finance the program referred to in the enclosed Statement of CAP Grant and attachements. The grant, however, is subject to your acceptance of the conditions described in the enclosed grant and attachments and the action of the Governor of your State.

If you accept the grant, funds will be available to finance allowable costs incurred beginning with the date shown in Block 3 of the Statement of CAP Grant. You are cautioned, however, that if the Governor should disapprove the proposed program within 30 days after receiving a copy of the grant action, any expenses incurred by you (even though after the date in Block 3) cannot be charged to grant funds if the grant is not favorably reconsidered by OEO.

The enclosed instructions set forth procedures to be followed in the interim period to expedite the release of funds if the grant becomes effective.

We wish you success in your program.

Sincerely,

Randal C. Teague
Principal Assistant
for Operational Activities

Enclosures

STATEMENT OF OEO GRANT

(OEO Instruction 6710-1) A-259

1. NAME AND ADDRESS OF GRANTEE

United States Jaycees Foundation
P. O. Box 7
Tulsa, Oklahoma 74102

2. GRANTEE NO. 60098 | FUND SOURCE CODE G | FFY 73 | ACTION NO. 01

3. EFFECTIVE DATE July 1, 1973, Subject to Governor's Approval

4. OBLIGATION DATE (Date mailed to Governor or Grantee) JUN 28 1973

PROGRAM YEAR: From 7/1/73 To 6/30/74

P. A. NO.	PROGRAM ACTIVITY CODE	PROGRAM ACCOUNT NAME	FEDERAL FUNDS AWARDED THIS ACTION	REQUIRED NON-FEDERAL SHARE %	REQUIRED NON-FEDERAL SHARE AMOUNT	TERMINATION DATE (If applicable)	PLANNED MINIMUM NO. MONTHS FUNDING PROVIDED
5.	7.	8.	9.	10.	11.	12.	13.
84	FU1	Demonstration	$574,000	N/A	N/A	6/30/74	
		TOTAL	$574,000				

14. STATEMENT OF OEO APPROVAL

Federal funds as shown in Column 9, are hereby obligated for the program proposed by the grantee as noted above and in the attachments to this statement. Program account budgets may be modified by the grantee only under general flexibility guidelines or in accordance with written OEO approval. The Non-Federal Share may be met by pooling as allowed by OEO Instructions.

APPROVED BY: (Typed name and title) Randal C. Teague, Principal Assistant to the Director for Operational Activities

SIGNATURE

DATE June 26 1973

15. GRANTEE ACCEPTANCE OF GRANT

On behalf of the grantee, I accept the grant and all modifications, general conditions, special conditions 1 through ____, and requirements attached hereto. There are ____ pages attached to this form.

ACCEPTED BY: (Typed name and title of authorized official) Dennis E. Jordan, Trustee
Ray Roper, Trustee

SIGNATURE

DATE 7/1/73

OEO FORM 314 (Test) AUG 71 REPLACES CAP FORM 14, DATED AUG 68 WHICH MAY BE USED UNTIL JAN 72.

GSA DC 72-3285

5. SPECIAL CONDITION APPLIES TO:

a. [X] ALL PROGRAM ACCOUNTS IN GRANT ACTION b. [ ] ONLY PROGRAM ACCOUNT NUMBER(S)

This grant is subject to the Special Condition below, in addition to the applicable General Conditions governing grants under Title II or III-B of the Economic Opportunity Act of 1964 as amended.

ANNUAL AUDIT

The grantee shall arrange for an annual audit to ensure that the accounting system and related internal controls are operating effectively, that adequate records are being maintained and that general and special grant controls are being complied with. The audit shall be conducted by an independent certified public accountant or independent licensed public accountant, or if the grantee is a public agency, by the public agency's regular auditing entity, in accordance with guidelines set forth in the "OEO Accounting System Survey and Audit Guide for Community Action Grants." No later than nine months after the effective date (See CAP Form 14) of this grant action, the OEO Regional Auditor,

1100 Commerce Street
Dallas, Texas 75202

shall be furnished with the name and address of the auditor or auditing organization selected to perform the audit. OEO will advise you if the auditor is not acceptable. When an independent auditor is used, customary business practices for selecting and contracting for professional service shall be followed which include a limitation on total costs to be incurred for the work. The grantee shall be responsible for furnishing to the auditor copies of the grant proposal documents, as approved, any supplemental documents, all grant actions, and any other pertinent official OEO memorandums and publications.

The audit must be scheduled so that the results are available not less than 90 days prior to the close of the grant period indicated for this grant action (See accompanying CAP Form 14). But if the time period of this grant action (See accompanying CAP Form 14) exceeds one year, the results of this audit must be available before the beginning of the thirteenth month of the program's operation. One copy of the complete audit report should be forwarded to the Director, Office of Program Development, OEO, Washington, D.C. 20506 simultaneously with two copies to the OEO Regional Auditor.

Where appropriate, corrective action indicated by the auditors findings should be initiated immediately. You will be advised by the this office concerning any action required by OEO as a result of the report.

Refer to OEO Instruction 6801-1 for additional information.

EXPLANATION OF BUDGET AND WORK PROGRAM CHANGES A-261

Budget Bureau No. 116-R0158

1. NAME OF GRANTEE	2. END OF PROGRAM YEAR	3. GRANT NO. PROG. YR. ACTION NO.
United States Jaycees Foundation	6/30/74	60098 - 73 / 01

4. PROGRAM ACCOUNT			
a. NUMBER	b. NAME	c. BEGINNING	d. ENDING
60098	United States Jaycees Foundation	7/1/73	6/30/74

The attached OEO Forms 325 and 325a represents the revised budget from $495,000 to $574,000 as requested by the grantee. The revision shows changes by cost category.

5. THE GRANTEE MUST RESUBMIT THE FOLLOWING FORMS REFLECTING THE CHANGES INDICATED ABOVE

- [ ] CAP FORM 83, PARTICIPANTS/EXPENDITURES PLAN
- [ ] CAP FORM 84, PARTICIPANT CHARACTERISTICS PLAN
- [ ] CAP FORM 85, ADMINISTERING AGENCY FUNDING ESTIMATE

SPECIAL CONDITION A-262

1. NAME OF GRANTEE	2. GRANT NO. PROGRAM YR. ACTION NO.
United States Jaycees Foundation	60098 G - 73 / 01

3. SPECIAL CONDITION APPLIES TO:

a. [X] ALL PROGRAM ACCOUNTS IN GRANT ACTION b. [ ] ONLY PROGRAM ACCOUNT NUMBER(S) _____

This grant is subject to the Special Condition below, in addition to the applicable General Conditions governing grants under Title II or III-B of the Economic Opportunity Act of 1964 as amended.

FISCAL LIMITATIONS ON OEO FUNDING (NOVEMBER, 1972 REVISED)

Although an appropriation for Economic Opportunity Act programs has been enacted for this fiscal year, additional legislative or other fiscal limitations may be imposed on OEO funding. Accordingly, OEO reserves the right to revise this grant action in any manner which OEO may deem appropriate in order to take account of such limitation affecting OEO programs and funding. OEO may reduce the amount of this grant as a whole or as to any program account or accounts, may limit the rate of the grantee's authority to commit and spend funds, and may restrict the grantee's use of both its uncommitted and unspent funds.

It is OEO's intention to make any such change on the basis of generally applicable principles. However, fiscal limitations may affect one class of programs more than others; programs having different time schedules may be affected differently; relative priorities may be established taking account of various factors that cannot be fully and specifically anticipated. OEO, therefore, reserves the right to make determinations on the basis of such variables without prior consultation with the grantee.

In accepting this grant, the grantee agrees that OEO shall have authority to make such revisions in the grant program or budget.

In no event, however, shall any revision made by OEO authorized by this condition affect expenditures and legally binding commitments made by the grantee before it received notice of such revision, provided that such amounts have been expended or committed in good faith and are otherwise allowable and that such expenditures and commitments are consistent with the cash withdrawal guidelines in ORO Instruction 6715-1 or superseding OEO directives. For this purpose, funds shall not be recognized as so committed solely because the grantee has committed them by contract or otherwise to a delegate agency.

The grantee is responsible for informing delegate agencies of this special condition before concluding any program agreements with delegate agencies.

SPECIAL CONDITION

1. NAME OF GRANTEE	2. GRANT NO.	PROGRAM YR.	ACTION NO.
United States Jaycees Foundation	60098 G	73	01

3. SPECIAL CONDITION APPLIES TO:

a. ☐ ALL PROGRAM ACCOUNTS IN GRANT ACTION b. ☐ ONLY PROGRAM ACCOUNT NUMBER(S) _____

This grant is subject to the Special Condition below, in addition to the applicable General Conditions governing grants under Title II or III-B of the Economic Opportunity Act of 1964 as amended.

Formal written reports required as part of the grant performance are not to be published sooner than 60 days after submission to OEO unless permission is given by the Office of Economic Opportunity Project Manager. Any publication resulting from or related to performance of this grant shall contain the following acknowledgement:

> "The demonstration reported herein was performed pursuant to a grant with the Office of Economic Opportunity, Washington, D. C. 20506. The opinions expressed herein are those of the author and should not be construed as representing the opinions or policy of any agency of the United States Government."

United States Jaycees Foundation | A-264 | 60098-G - 73 /01

1. SPECIAL CONDITION APPLIES TO:

a. [X] ALL PROGRAM ACCOUNTS IN GRANT ACTION b. [ ] ONLY PROGRAM ACCOUNT NUMBER(S)

This grant is subject to the Special Condition below, in addition to the applicable General Conditions governing grants under Title II or III-B of the Economic Opportunity Act of 1964 as amended.

No funds shall be released until grantee has given written assurance that arrangements have been made for appropriate bonding of grantee officials. This assurance may be provided in one of two ways. First, a statement from a bonding company or agent stating the type of bond, amount and period of coverage, and positions covered. In such cases, fidelity bond coverage in favor of your organization must be provided for any persons employed who will have the authority to sign or countersign checks on your commercial bank account, or disburse cash funds. Such bond coverage must be effective prior to the date of the first withdrawal of Federal funds. The amount of coverage for persons authorized to sign or countersign checks should be the total amount of the grant, or $25,000, whichever is less. Coverage for persons disbursing cash should at least equal the maximum amounts handled at any one time. (Please note that we do not require that you submit a copy of the bond.)

Another way to provide assurance of appropriate bonding of officials is to submit a statement that no bond is needed because funds are to be deposited in a public treasury and disbursed and audited by local or State public officials who normally perform these duties. In this case, the financial role of the officials of the grantee agency must be limited to making withdrawals from the Federal Reserve System for deposit in the public treasury and certifying appropriate expenditures for disbursement.

No funds shall be released until the grantee submits an opinion concerning its accounting system, acceptable to OEO, as required by OEO Instruction 6801-1.

CAP FORM 29 (REV. AUG 68) IS PLACED CAP FORMS 29, 29A, 29b, 29c, 29d, DATED MAR 66 AND CAP FORM 29c, DATED AUG 67, WHICH ARE OBSOLETE. GSA FPC C8-12.

SPECIAL CONDITION

A-265

1. NAME OF GRANTEE	2. GRANT NO.	PROGRAM YR.	ACTION NO.
United States Jaycees Foundation	60098	73	01

3. SPECIAL CONDITION APPLIES TO:

a. [x] ALL PROGRAM ACCOUNTS IN GRANT ACTION b. [ ] ONLY PROGRAM ACCOUNT NUMBER(S) _____

This grant is subject to the Special Condition below, in addition to the applicable General Conditions governing grants under Title II or III-B of the Economic Opportunity Act of 1964 as amended.

- OEO must concur on the award of sub-contracts.
- OEO must concur on the selection of key project staff. — THIS REFERS TO THE STAFF TITLES BUT NOT TO THE INDIVIDUALS THEMSELVES

Program funds expended under authority of this funding action are subject to the provisions of the Economic Opportunity Act as amended, the general conditions listed below, any attached special grant conditions, and OEO directives. The grantee is expected to inform OEO promptly if it fails to receive, or has reason to believe it has failed to receive, all OEO applicable directives or any attachments to the Statement of OEO Grant. Many of these provisions do not represent invariable policies of the Office of Economic Opportunity and exceptions should be requested in cases in which compliance with one or more of them would cause unnecessary difficulties in carrying out the approved program. Requirements found in grant conditions or OEO directives may be waived only by a written notification signed by an authorized OEO official. Any such waiver must be explicit: no waiver may be inferred from the fact that the funding action is responsive to a grant funding request which may have contained material inconsistent with one or more of these conditions.

1. DEFINITIONS. As used in these conditions:

   (a) An "approved program" consists only of those activities described in the grant funding request for which funding is approved in the Statement of OEO Grant and its attachments (which may include modifications of proposed activities) or in OEO approved written amendments to the Statement of OEO Grant.

   (b) "Program account funding period" extends from the effective date of a new or refunding action through the termination date or expiration of planned number of months for which funding is provided.

   (c) "Total program funds" refers to all amounts approved for expenditure for the approved program as shown on the Statement of OEO Grant. whether such amounts are derived from Federal or non-Federal sources, or whether they are provided in cash or in kind.

   (d) "OEO directives" are statements of policy and procedure published in the OEO publications system.

2. APPLICABILITY OF CONDITIONS TO DELEGATE AGENCIES. These conditions are applicable both to the grantee and to any delegate agency or organization that, pursuant to an agreement with the grantee, undertakes responsibility for any part of the approved program. Such an agreement may be entered into only if (1) the intention to make such a delegation to the particular agency has been set forth in the funding request for this grant action or has otherwise been approved by OEO, and (2) the contract contains all of the provisions found in the approved "Standard Contract Form for Delegation of Program Accounts."

3. LIMITATIONS ON EXPENDITURE OF PROGRAM FUNDS. Expenses charged against program funds may not be incurred prior to the effective date of the grant or subsequent to the grant termination date and may be incurred only as necessary to carry out the purposes and activities of the approved program. Such expenditures may not exceed the maximum limits shown on the Statement of OEO Grant or those subsequently approved for that approved program, subject to allowable flexibility guidelines published by OEO. All expenses incurred for the approved program must be supported by approved contracts, purchase orders, requisitions, bills, or other evidence of liability consistent with the grantee or delegate agency's established purchasing procedures. Expenses charged against program funds must also be incurred in accordance with OEO directives. Liabilities of the grantee or its delegate agencies to third parties as a result of termination action which are costs of phasing out in accordance with OEO directives or are specifically approved shall be considered proper expenditures of program funds. OEO will determine the disposition of unexpended funds at the termination of the grant.

4. LIMITATIONS ON EXPENDITURES OF FEDERAL FUNDS. Expenditures of funds derived from Federal grant funds must not exceed in any event the amount of the Federal grant shown in the Statement of OEO Grant, (Column 9, OEO Form 314). Moreover, if a minimum non-Federal percentage of program funds is shown in the Statement of OEO Grant (Column 10, OEO Form 314), the portion of the total expenditures of the approved program derived from non-Federal sources, valuated in accordance with OEO Instructions, must not be less than that minimum percentage of the total program funds for the approved program. This requirement must be met for each program account funding period, and should be substantially true for each financial reporting period. Deficiencies of non-Federal share in one program account may be supplied by an excess in other program accounts consistent with applicable OEO Instructions concerning the pooling of non-Federal share. Further, the amount of total program funds derived from Federal grant funds must not exceed the grantee's allowable costs for the approved program which have been or are to be paid in cash.

5. PROPERTY. No program funds may be expended or costs incurred for the purchase of real property except as in accordance with regulations on the acquisition, ownership, and disposition of personal property as set forth in OEO directives.

6. DISCRIMINATION PROHIBITED. No person in the United States shall, on the ground of race, color, religion, sex, age, or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination under the program approved as a result of this funding request. The grantee and its delegate agencies will comply with the regulations promulgated by the Director of OEO, pursuant to the Civil Rights Act of 1964, and pursuant to the Economic Opportunity Act of 1964, as amended.

Revised - January 1972

7. DISCRIMINATION IN EMPLOYMENT PROHIBITED. In all hiring or employment made possible by or resulting from this grant action, each employer (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. The grantee and its delegate agencies shall comply with all applicable Statutes and Executive Orders on equal employment opportunity and this grant action shall be governed by the provisions of all such Statutes and Executive Orders, including enforcement provisions, as set forth in OEO directives.

8. RELIGIOUS INSTITUTIONS. The grantee and its delegate agencies shall ensure that any part of the approved program that is conducted by a church or church related institution is entirely non-sectarian in content and purpose, and that OEO directives on grants and delegations to churches or church related institutions are satisfied.

9. LABOR STANDARDS. All laborers and mechanics employed by contractors or subcontractors in the construction, alteration or repair, including painting and decorating, of projects, buildings and works which are federally assisted under this grant shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5).

10. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by the grant shall be promptly and fully reported to the Director of OEO for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

11. COPYRIGHTS. If the grant results in a book or other copyrightable material, the author is free to copyright the work, but OEO reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and any material which can be copyrighted resulting from the approved community action program.

12. REPORTS, RECORDS, AND INSPECTIONS. The grantee and its delegate agencies shall submit financial, program progress, evaluation, and other reports as required by OEO directives, and shall maintain such property, personnel, financial and other records and accounts as are deemed necessary by OEO to

assure proper accounting for all program funds. The grantee and its delegate agencies and contractors shall permit on-site inspections by OEO representatives, and shall effectively require employees and board members to furnish such information as, in the judgement of the OEO representatives, may be relevant to a question of compliance with grant conditions and OEO directives, or the effectiveness, legality, and achievements of the program. All grant records will be made available to the authorized representatives of OEO or the Comptroller General of the United States, and will be retained for three years after the expiration of this grant unless permission to destroy them is granted by the Director of OEO.

13. COVENANT AGAINST CONTINGENT FEES. The grantee warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this funding action upon an agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the government shall have the right to annul this funding action without liability or, in its discretion, to deduct from the grant or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

14. SUSPENSION AND TERMINATION. The Director of OEO may in accordance with published regulations, suspend or terminate this grant in whole or in part for cause, which shall include: (1) failure or unwillingness of the grantee or its delegate agencies to comply with the approved program including attached conditions, with applicable statutes and Executive Orders, or with such OEO directives as may become generally applicable at any time; (2) submission by the grantee or its delegate agencies to OEO of reports which are incorrect or incomplete in any material respect; (3) ineffective or improper use of Federal funds by the grantee or its delegate agencies; (4)making any change which significantly impairs the representative character of the grantee's policy making body or the grantee's capacity to enlist community support; (5) failure of the grantee either to adequately monitor and evaluate program activities delegated to other agencies, or to provide effective guidance to such agencies in carrying out the purpose and activities of the portions of the approved program delegated to them. This grant may also be suspended or terminated in whole or in part in the event the grantee is a Community Action Agency and a new agency is recognized by OEO as the Community Action Agency for all or part of the area served by the grantee in accordance with OEO directives. In such event part of the grant funds and the grantee's or delegate agencies' functions, obligations, records (or copies), authority and property relating to assistance provided to the grantee or its delegate agencies under this funding shall be transferred by the grantee and its delegate agencies to such newly recognized agency. No suspension or termination will effect any expenditures or legally binding commitments made prior to receiving notice of the suspension or termination, provided such expenditures or commitments were made in good faith and not in anticipation of termination

and are otherwise allowable. Funds shall not be treated as committed for this purpose solely by virtue of a grantee's contract or other commitment to a delegate agency. Upon suspension or termination, the disposition of unexpended Federal funds and property purchased with program funds will be subject to OEO direction.

Revised - January 1972

Agreement for Delegation of Activities A-271
Under Grant No.....

This agreement entered into as of ....., 19 ...., including all attachments and conditions annexed hereto (which are expressly made part hereof), shall govern certain activities of the .....
(name of program account for the delegated activities) financed under Grant No..... during the period ..... to ....., which are to be carried out by .....
.....
(name of delegate agency), hereinafter referred to as the "Delegate", on behalf of .....
.....
(name of grantee), hereinafter referred to as the "Grantee."

The Grantee and Delegate agree as follows:

1. WORK TO BE PERFORMED. The Delegate shall, in a satisfactory manner as determined by the Grantee, perform all activities in Attachment "A".

2. COMPLIANCE WITH APPROVED PROGRAM. All activities authorized by this agreement will be performed in accordance with the approved work program, the approved budget, the grant conditions and relevant OEO directives.

3. REPORTS, RECORDS & EVALUATIONS. The Grantee shall supervise, evaluate, and provide guidance and direction to the Delegate in the conduct of activities delegated under this contract. The Delegate agrees to submit to the Grantee such reports as may be required by OEO directives or by the Grantee, including the reports listed in Attachment "B" according to the schedule there set out.

The Delegate also agrees to prepare and retain, and permit the Grantee to inspect as it deems necessary for grant purposes (in addition to inspections authorized by the conditions in the grant from OEO) the records listed in Attachment "C", as well as all other records that may be required by relevant OEO directives, with the exception of confidential client information. The Delegate further agrees that the Grantee may carry out monitoring and evaluation activities to include, at a minimum, those listed in Attachment "D", and will effectively ensure the cooperation of the Delegate's employees and board members in such efforts.

4. CHANGES. The Grantee may, from time to time, request changes in the scope of the services of the Delegate to be performed hereunder. Such changes, including any increase or decrease in the amount of the Delegate's compensation, which are mutually agreed upon by and between the Grantee and the Delegate, must be incorporated in written amendments to this contract.

5. COMPLIANCE WITH LOCAL LAWS. The Delegate shall comply with all applicable laws, ordinances, and codes of the state and local governments.

6. COVENANT AGAINST CONTINGENT FEES. The Delegate warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the Grantee shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

7. SCHEDULE OF PAYMENT. Subject to receipt of funds from OEO, the Grantee agrees to reimburse the Delegate for authorized expenditures. An advance of $..... for estimated expenditures for ..... (months) will be made to the Delegate, who will submit to the Grantee vouchers that are sufficient to support payment under the Grantee's accounting procedures established or approved by the Grantee's accountant. Within ..... days the Grantee will approve or disapprove payment of the vouchers, and will make additional payments equal to the amount of such approved expenditures to the Delegate. In no event, however, will the Delegate receive reimbursement for personnel costs exceeding $....., or for non-personnel costs exceeding $....., except as it has received prior written authorization from the Grantee, which is incorporated into and shall be attached to this contract.

8. TERMINATION. The Grantee may, by giving reasonable written notice specifying the effective date, terminate this contract in whole or in part for cause, which shall include: (1) failure, for any reason, of the Delegate to fulfill in a timely and proper manner its obligations under this contract, including compliance with the approved program and attached conditions, with statutes and Executive Orders, and with such

OEO directives as may become generally applicable at any time; (2) submission by the Delegate to OEO or to the Grantee of reports that are incorrect or incomplete in any material respect; (3) ineffective or improper use of funds provided under this contract; and (4) suspension or termination by OEO of the grant to the Grantee under which this contract is made, or the portion thereof delegated by this contract. The Grantee may also assign and transfer this contract to another grantee when required to do so by OEO direction.

If the Delegate is unable or unwilling to comply with such additional conditions as may be lawfully applied by OEO to the grant to the Grantee, the Delegate shall terminate the contract by giving reasonable written notice to the Grantee, signifying the effective date thereof. In such event the grantee may require the delegate to ensure that adequate arrangements have been made for the transfer of the delegated activities to another Delegate or to the Grantee.

In the event of any termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Delegate under this contract shall be disposed of according to OEO directives, and the Delegate shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the Delegate shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of the contract by the Delegate and the Grantee may withhold any reimbursement to the Delegate for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Delegate is agreed upon or otherwise determined.

9. NON-FEDERAL SHARE. The Delegate will contribute $..... to the program funds. Such contribution shall be in cash in the amount of $....., and in-kind in the amount of $..... (If none, state "none.")

10. REVIEW OF NEW DIRECTIVES. The Grantee will submit promptly to the Delegate for comment those proposed additional directives that it receives from OEO for comment.

In witness whereof, the Grantee and the Delegate have executed this agreement as of the date first above written.

.....	.....
Delegate	Grantee
By:	By: .....
Position:	Position:

U.S.A. DC 22-10766

BUDGET SUMMARY

(Requests for Research and Demonstration Programs under Section 232, Research and Demonstration Programs under Section 232, and Special Impact Programs under Title IID of the Economic Opportunity Act)

1. NAME OF APPLICANT AGENCY	2. DATE SUBMITTED	Form Approved OMB No. 116-R0200
United States Jaycees Foundation	3/15/73	

AMENDMENT OR CONTINUATION APPLICATIONS

GRANT NO.	FUNDING PERIOD FOR WHICH FUNDS ARE REQUESTED		C. PROGRAM ACCOUNT TITLE AND NO. (As shown on most recent OEO Statement of Grant)	D. ESTIMATED UNEXPENDED OEO FEDERAL FUNDS AVAILABLE AT END OF CURRENT FUNDING PERIOD (Attach most recent Quarterly Financial Report - Support Data Sheet)
	BEGINNING DATE	ENDING DATE		
#60098	7/1/73	6/30/74	84 Demonstration	$ -0-

SECTION I. BUDGET SUMMARY (NEW APPLICATIONS - complete Column E only. CONTINUATIONS - complete Columns C and E only. AMENDMENTS - complete Columns C, D and E.)

B. COST CATEGORY	C. OEO APPROVED BUDGET FOR THE CURRENT FUNDING PERIOD (No months of Operation ____)		D. REQUESTED AMENDMENT TO CURRENT OEO APPROVED BUDGET (+ OR -)		E. TOTAL REQUESTED BUDGET (No. months of Operation ____)		FOR OEO USE ONLY: F. TOTAL OEO APPROVED BUDGET (No. months of Operation ____)	
	OEO FEDERAL (1)	NONFEDERAL (2)	OEO FEDERAL (1)	NONFEDERAL (2)	OEO FEDERAL (1)	NONFEDERAL (2)	OEO FEDERAL (1)	NONFEDERAL (2)
Salaries and Wages	70,550				98,000		98,000	
Fringe Benefits (Employer share only)	9,172				13,000		13,000	
Consultants and Professional Services	10,000				56,000		56,000	
Travel	69,250				89,000		89,000	
Space Costs and Rentals	6,750				7,000		7,000	
Consumable Supplies	31,700				65,000		65,000	
Lease and Purchase of Equipment	1,000				3,000		3,000	
Investment Capital	66,000				225,000		225,000	
Other Direct Costs	10,578				18,000		18,000	
Indirect Costs								
TOTAL	275,000				574,000		574,000	

SECTION II. ESTIMATED FUTURE COSTS (Entries in this section do not constitute a formal request for OEO approval for future program operations.)

	Estimated Total Federal Share to be Requested from OEO	No. months of Operation
FOR THE NEXT FUNDING PERIOD (To be completed by all applicants.)		
FOR THE BALANCE OF THE PROJECT (To be completed only for applications [illegible] estimates in Item 1.)		

OEO FORM 325 NOV 71

GSA DC 72-5033

A-273

A-274

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE
OFFICE OF EDUCATION
WASHINGTON, D. C. 20202

NOTIFICATION OF GRANT AWARD

(Single Signature)

VENDOR NUMBER
607590

1. NAME AND ADDRESS OF INSTITUTION (No., Street, City, State, and ZIP Code)

United States Jaycees Foundation
P. O. Box #7
Tulsa, Oklahoma, 71402

2. GRANT NUMBER
OEG-0-73-5469

3. PROJECT NUMBER
R939800

4. AMOUNT
$ 21,500.00

5. PERIOD OF GRANT (Month, Day, Year)
FROM 06/20/73 THROUGH 06/20/74

6. MAKE CHECKS PAYABLE TO:
SAME AS ABOVE

7. GRANT AWARD IS (Check one)
A. ☑ NEW B. ☐ REVISED

8. PROPOSAL TITLE
Community Education Project (General Project)

9. SCOPE OF WORK AND/OR SPECIAL CONDITIONS

I. This grant shall be administered in accordance with the Environmental Education Handbook (Public Law 91-516) dated December 1972.

II. Total support for this project is $ 111,500.00 . Total Federal support is $ 21,500.00 or 19% of the total cost whichever is less.

III. Grant Terms and Conditions, OE Form 5241, dated 1/72, and Special Grant Terms and Conditions, OE Form 5241-1, dated 2/73, are attached and made a part of this grant.

IV. The Grantee's proposal dated 03/01/73 is hereby incorporated as a part of this grant.

10. GRANT AUTHORITY
Public Law 91-516 Appropriation 7530292 CAN 32002744

APPROVED

11. NAME OF GRANTS OFFICER (Please type)
Clarence E. Perry

12. DATE
5-11-73

13. SIGNATURE OF AUTHORIZED GOVERNMENT OFFICIAL
Clarence E Perry

OE FORM 5232, 12/69

REPLACES OE FORM 5232, 11/68, WHICH IS OBSOLETE

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE
OFFICE OF EDUCATION
WASHINGTON, D.C. 20202

A-275

GRANT TERMS AND CONDITIONS

REPLACES ALL OTHER GRANT TERMS AND CONDITIONS.

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE
OFFICE OF EDUCATION
WASHINGTON, D.C. 20202

GRANT TERMS AND CONDITIONS

1. DEFINITIONS
2. SCOPE OF THE PROJECT
3. LIMITATIONS ON COSTS
4. ALLOWABLE COSTS
5. ACCOUNTS AND RECORDS
6. PAYMENT PROCEDURES
7. REPORTS
8. PRINTING AND DUPLICATING
9. TERMINATION
10. APPLICABILITY OF STATE AND LOCAL LAWS AND INSTITUTIONAL PROCEDURES
11. COPYRIGHT AND PUBLICATION
12. ACKNOWLEDGMENT AND DISCLAIMER IN PUBLICATION
13. PATENT RIGHTS
14. TRAVEL
15. EQUIPMENT
16. CONTRACTING UNDER GRANTS
17. HEALTH AND SAFETY STANDARDS
18. COMPENSATION
19. LABOR STANDARDS
20. EQUAL EMPLOYMENT OPPORTUNITY
21. USE OF CONSULTANTS
22. CLEARANCE OF FORMS
23. GRANT RELATED INCOME AND INVESTMENT INCOME
24. CHANGE OF KEY PERSONNEL
25. ANIMAL CARE

1. DEFINITIONS

As used in the grant documents relating to this award, the following terms shall have the meaning set forth below.

a. "Commissioner" means the U.S. Commissioner of Education or his duly authorized representative.

b. "Grantee" means the agency, institution, or organization named in the grant as the recipient.

c. "Grants Officer" means the employee of the U.S. Office of Education who is authorized to execute and is responsible for the administration of the grant on behalf of the Government.

d. "Project Officer" means the employee of the U.S. Office of Education who is responsible for the technical monitoring of the project of the Grantee as representative of the Grants Officer.

e. "Project Director" is the person responsible for directing the project of the Grantee.

f. "Project" is the activity or program defined in the proposal approved by the Commissioner for support.

g. "Grant Period" means the period specified in the Notification of Grant Award during which cost may be charged against a Grant.

h. "Budget" means the estimated cost of performance of the project as set forth in the Notification of Grant Award.

2. SCOPE OF THE PROJECT

The project to be carried out hereunder shall be consistent with the proposal as approved for support by the Commissioner and referred to in the Notification of Grant Award and shall be performed in accordance with this approved project proposal. No substantive changes in the program of a project shall be made unless the Grantee submits *(at least thirty days prior to the effective date of the proposed change)* an appropriate amendment thereto, along with the justification for the change, and this amendment is approved in writing by the Grants Officer.

3. LIMITATIONS ON COSTS

a. The total costs to the Government for the performance of the grant shall not exceed the amount set forth in the Notification of Grant Award or any appropriate modification thereof. The Government shall not be obligated to reimburse the grantee for costs incurred in excess of such amounts unless or until the Grants Officer has notified the grantee in writing that such amount has been increased and has specified such increased amount in a revised Notification of Grant Award. Such revised amount shall thereupon constitute the revised total cost of the performance of the grant.

b. The Grantee may transfer funds among the various cost categories in the negotiated budget to the extent necessary to assure the effectiveness of the project, except that, no transfers may be made which alter the approved project.

c. Funds for the production of audio visual materials (i.e., *motion picture films, videotapes, film strips, slide sets, tape recordings, exhibits, or combinations thereof, for* viewing, whether for limited or general public use, are not authorized until prior written approval is received from the Grants Officer.

d. In the case of educational training programs, the limitation on costs stated in paragraph "a" above shall automatically be increased to cover the cost of allowance for additional dependents not specified in the Notification of Grant Award.

4. ALLOWABLE COSTS

a. Expenditures of the Grantee may be charged to this grant only if they. *(1)* are incurred subsequent to the effective date of the project indicated in the Notification of Grant Award, which shall be no earlier than the date upon which the award document is signed by the Grants Officer, and *(2)* conform to the approved project proposal.

b. Subject to paragraph *(a)* allowability of costs incurred under this grant shall be determined in accordance with the principles and procedures set forth in the documents identified below, as amended prior to the date of the award.

(1) Exhibit X-2-65-1 of the Department of Health, Education, and Welfare Grants Administration Manual, if the Grantee is an institution of higher education; or

(2) Exhibit X-2-66-1 of the Department of Health, Education, and Welfare Grants Administration Manual, if the Grantee is a hospital as defined therein; or

(3) Exhibit X-1-76-1 of the Department of Health, Education, and Welfare Grants Administration Manual, if the Grantee is a non-profit institution, or

(4) Chapter 5-60 of the Department of Health, Education, and Welfare Grants Administration Manual, if the Grantee is a State or local Government agency.

c. In accordance with the policy of the Department of Health, Education, and Welfare, if the Grantee has an audited indirect cost rate that has been approved by the Department of Health, Education, and Welfare, Office of Grants Administration Policy, this approved rate may be applied to both the Federal and non-Federal share of allowable direct costs of the project. When an indirect cost rate is applied to either the Federal or non-Federal share of project costs, no item normally included in the Grantee's indirect cost pool *(such as supervision, accounting, budgeting, or maintenance)* shall be listed as a direct cost of the project. Procedures for establishing Indirect Cost Rates are covered in Department of Health, Education, and Welfare brochures: OASC-1, A Guide for Educational Institutions, OASC-3, A Guide for Hospitals, OASC-5, A Guide for Non-Profit Institutions, OASC-6, A Guide for State Government Agencies, OASC-7, Department of Health, Education, and Welfare Provisions for Establishing Indirect Cost Rates under OMB Circular A-88, and OASC-8, A Guide for Local Government Agencies.

d. Indirect costs for educational training programs will be allowed at the lesser of the organizational indirect costs or 8% of total direct costs, including stipends and dependency allowances, except for State and Local Governments.

5. ACCOUNTS AND RECORDS

a. Accounts

The Grantee shall maintain accounts, records and other evidence pertaining to all costs incurred, and revenues or other applicable credits acquired under this grant. The system of accounting employed by the Grantee shall be in accordance with generally accepted accounting principles generally used by State or local agencies or institutions of higher education, or non-profit institutions, as appropriate, and will be applied in a consistent manner so that the project expenditures can be clearly identified.

b. Cost Sharing Records

The Grantee's records shall demonstrate that any contribution made to the project by the Grantee is not less, in proportion to the charges against the grant, than the percentage specified in the grant or any subsequent revision thereof.

c. Examination of Records

The Secretary of Health, Education, and Welfare and the Comptroller General of the U.S., or any of their duly authorized representatives shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of the grantee that are pertinent to the grant, at all reasonable times during the period of retention provided for in paragraph (d) below.

d. Disposition of Records

Except as provided in paragraph (e), all pertinent records and books of accounts related to this grant in the possession of the Grantee shall be preserved by the Grantee for a period of three (3) years after the end of the grant period, if audit by or on behalf of the Department has occurred by that time, or if audit by or on behalf of the Department has not occurred by that time, the records must be retained until completion of audit or until five (5) years following the end of the grant period, whichever is earlier.

e. Questioned Expenditures

Records relating to any litigation or claim arising out of the performance of this grant, or costs and expenses of this grant to which exception has been taken as a result of inspection or audit shall be retained by the Grantee until such litigation, claim, or exception has been disposed of.

f. Adjustments

The grantee, in maintaining project expenditure accounts records, and reports shall make any necessary adjustments to reflect refunds, credits, underpayments, or overpayments, as well as any adjustments resulting from administrative reviews and audits by the Federal Government or by the grantee. Such adjustments shall be set forth in the financial reports filed with the Grants Officer.

6. PAYMENT PROCEDURES

To obtain Federal funds, the Grantee shall receive payments in accordance with the payment schedule which is set forth in the Special Terms and Conditions.

7. REPORTS

The Grantee shall submit such fiscal and technical reports as may be required in the grant or by the Grants Officer, and in the quantity and at the time stated in the report schedule which is set forth in the Special Terms and Conditions.

8. PRINTING AND DUPLICATING

All printing and duplicating authorized under this grant is subject to the limitations and restrictions contained in the current issue of the U.S. Government Printing and Binding Regulations if done for the use of the Office of Education within the meaning of those Regulations.

9. TERMINATION

Subject to applicable statutes and regulations, if the Grantee fails to carry out the terms and conditions of the grant, the Government may terminate the grant prior to the expiration of the grant period designated in the grant award document in whole or in part and may suspend the Grantee's right to incur new obligations pending a decision regarding such termination. The grant may also be terminated prior to such period because it is no longer susceptible to productive results and may be suspended pending a decision regarding such termination in accordance with applicable rules and regulations. Allowable costs properly chargeable to the grant for the period prior to such termination or suspension *(whichever is earlier)* will be allowed upon final settlement except that costs that would be allowable only in the case of a termination for convenience of the Government will not be allowed in the event of termination under the first sentence of this paragraph. Nothing in this paragraph shall be deemed to affect the applicability to the grant of other remedies available to the Government under law.

10. APPLICABILITY OF STATE AND LOCAL LAWS AND INSTITUTIONAL PROCEDURES REGARDING EXPENDITURE OF FUNDS

Except to the extent otherwise provided for in this document or any document incorporated herein by reference, nothing herein or therein shall be construed so as to alter the applicability to the Grantee of any State or local law, rule, regulation, or any institutional procedure which would otherwise pertain to the expenditure of funds.

11. COPYRIGHT AND PUBLICATION

a. The term "materials" as used herein means writings, sound recordings, films, pictorial reproductions, drawings or other graphic representations, computer programs, and works of any similar nature produced under this grant. The term does not include financial reports, cost analyses, and similar information incidental to grant administration.

b. It is the policy of the Office of Education that the results of activities supported by it should be utilized in the manner which would best serve the public interest. To that end, except as provided in paragraph *(c)*, the Grantee shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such materials, and all such materials shall be made freely available to the Government, the education community, and the general public.

c. Notwithstanding the provisions of paragraph *(b)* above, upon request of the Grantee or his authorized designee, arrangements for copyright of the materials for a limited period of time may be authorized by the Commissioner, through the Grants Officer, upon a showing satisfactory to the Office of Education that such protection will result in more effective development or dissemination of the materials and would be in the public interest.

d. With respect to any materials for which the securing of a copyright protection is authorized under paragraph *(c)*, the Grantee hereby grants a royalty-free, nonexclusive and irrevocable license to the Government to publish, translate, reproduce, deliver, perform, use and dispose of all such materials and to make any use of it.

e. To the extent the Grantee has the right and permission to do so, the Grantee hereby grants to the Government a royalty-free, nonexclusive and irrevocable license to use in any manner, copyrighted material not first produced in the performance of this grant but which is incorporated in the materials. The Grantee shall advise the Grants Officer of any such copyrighted material known to it not to be covered by such a license.

12. ACKNOWLEDGMENT AND DISCLAIMER IN PUBLICATION

a. Any publication or presentation resulting from or primarily related to the project being performed hereunder shall contain the following acknowledgment:

> The project presented or reported herein was performed pursuant to a Grant from the U.S. Office of Education, Department of Health, Education, and Welfare. However, the opinions expressed herein do not necessarily reflect the position or policy of the U.S. Office of Education, and no official endorsement by the U.S. Office of Education should be inferred.

b. Materials produced as a result of the grant may be published without prior review by the Commissioner, provided, that 15 copies of such materials shall be furnished to the Grants Officer and no such materials may be published for sale without the prior approval of the Grants Officer. Such approval shall be subject to such requirements as the Commissioner deems appropriate.

13. PATENT RIGHTS

a. Policy

In accordance with Department of Health, Education, and Welfare Regulations *(45 CFR Subtitle A, Parts 6 and 8)*, all in ...ions made in the course of or under any Office of Education grant shall be promptly and fully reported to the Assistant Secretary *(Health and Scientific Affairs)*, Department of Health, Education, and Welfare.

The grantee institution and the principal investigator shall neither have nor make any commitments or obligations which conflict with the requirements of this policy.

b. Determination

Determination as to ownership and disposition of invention rights, including whether a patent application shall be filed, and if so, the manner of obtaining, administering, and disposing of rights under any patent application or patent which may be issued shall be either

(1) by the Assistant Secretary *(Health and Scientific Affairs)* whose decision shall be considered final, or

(2) where the institution has a separate formal institutional agreement with the Office of Education or the Department, by the grantee institution in accordance with such agreement.

Patent applications shall not be filed on inventions under *(1)* above without prior written consent of the Assistant Secretary *(Health and Scientific Affairs)* or his representative. Any patent application filed by the Grantee on an invention made in the course of or under an Office of Education grant shall include the following statement in the first paragraph of the specification:

"The invention described herein was made in the course of, or under, a grant from the U.S. Office of Education, Department of Health, Education, and Welfare."

c. Reports and Other Requirements

A complete written disclosure of each invention in the form specified by the Assistant Secretary *(Health and Scientific Affairs)* shall be made by the Grantee promptly after conception or first actual reduction to practice, whichever occurs first under the grant. Upon request, the Grantee shall furnish such duly executed instruments *(prepared by the Government)* and such other papers as are deemed necessary to vest in the Government the rights reserved to it under this policy statement to enable the Government to apply for and prosecute any patent application, in any country, covering each invention where the Government has the right to file each application.

The Grantee shall furnish interim reports *(Annual Invention Statements)* prior to the continuation of any grant listing all inventions made during the budget period whether or not previously reported, or certifying that no inventions were made during the applicable period. Upon completion of the project period, the Grantee shall furnish a final invention report listing all inventions made during performance of work on the supported project or certifying that no inventions were made during that work.

d. Supplementary Patent Agreements

The Grantee shall obtain appropriate patent agreements to fulfill the requirements of this provision from all persons who perform any part of the work under the grant except such clerical and manual labor personnel as will have no access to technical data, and except as otherwise authorized in writing by the Depart...

The Grantee shall insert in each subcontract or agreement having experimental, developmental, or research work as one of its purposes, a clause making this provision applicable to the subcontractor and its employees.

e. Definitions

As used in this provision, the stated terms are defined as follows for the purposes hereof.

(1) "Invention" or "invention or discovery" includes any art, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plant, which is or may be patentable under the Patent Laws of the United States.

(2) "Made" when used in relation to any invention or discovery means the conception or first actual reduction to practice of such invention in the course of the grant.

f. Inventions Resulting from Grants Made in Support of Research by Federal Employees

Inventions resulting from grants made in support of research by Federal employees shall be reported simultaneously to the Assistant Secretary *(Health and Scientific Affairs)* pursuant to terms of the grant and to the employing agency under the terms of Executive Order 10096, as amended.

14. TRAVEL

Travel allowances shall be paid in accordance with applicable State and local laws and regulations and grantee policies. If none of these are applicable, travel shall be done in accordance with Federal Government regulations. No foreign travel is authorized under the grant unless prior approval is received from the Grants Officer. Travel between the United States and Guam, American Samoa, Puerto Rico, the U.S. Virgin Islands, the Canal Zone, and Canada is NOT considered foreign travel.

15. EQUIPMENT

a. Title to, and accountability for, equipment shall be determined in accordance with Chapter 1-410, Management of Equipment and Supplies Acquired Under Project Grants, of the Department of Health, Education, and Welfare Grants Administration Manual and the Property Management/Inventory System Operating Procedures issued by the Contracts and Grants Division, Office of Education.

b. Equipment purchased with grant funds shall be used only to accomplish the purposes of the grant. The grantee assures that any equipment so purchased is not already on hand and that it will safeguard and protect all such equipment in accordance with prudent property management practices.

16. CONTRACTING UNDER GRANTS

The Grantee may enter into contracts or agreements *(to the extent permitted by State and local law)* for the provision of part of the services under this grant by other appropriate public or private agencies or institutions. Such contract or agreement shall incorporate all rules and regulations applicable to the program, shall describe the services to be provided by the agency or institution, and shall contain provisions assuring that the Grantee will retain supervision and administrative control over the provision of services under the contract. Services to be provided by contract pursuant to this section shall be specified in the project proposal or in an amendment thereto, and the proposed contract shall be submitted to the Grants Officer and be approved by him in writing.

17. HEALTH AND SAFETY STANDARDS

Whenever the Grantee, acting under the terms of the grant, shall rent, lease, purchase, or otherwise obtain classroom facilities *(or any other facilities)* which will be used by students and faculty, the Grantee shall comply with all health and safety regulations and laws applicable to similar facilities being used in that locality for such purpose.

18. COMPENSATION

If a staff member is involved simultaneously in two or more projects supported by funds from the Federal Government, he may not be compensated for more than a total of one-hundred percent *(100%)* time from such Government funds for all projects during any given period of time. The grantee shall not use any grant funds or funds from other sources to pay a fee to or travel expenses of, employees of the Office of Education for lectures, attending program functions, or other activities in connection with the grant.

19. LABOR STANDARDS

To the extent that grant funds will be used for alteration and repair *(including painting and decorating)* of facilities, the Grantee shall furnish the Grants Officer with the following

a. a description of the alteration or repair work and the estimated cost of the work to be performed at the site,

b. the proposed advertising and bid opening dates for the work,

c. the city, county, and State at which the work will be performed, and

d. the name and address of the person to whom the necessary wage determination and labor standards provisions are to be sent for inclusion in contracts, not later than six *(6)* weeks prior to the advertisement for bids for the alteration or repair work to be performed. The Grantee shall also include or have included in all such alterations or repairs the wage determination and labor standards provisions that are provided and required by the Secretary of Labor under 29 CFR Parts 3 and 5.

20. EQUAL EMPLOYMENT OPPORTUNITY

With respect to repair and minor remodeling, the Grantee shall comply with and provide for Contractor and Subcontractor compliance with the requirements of Executive Order 11246, as amended, as implemented by 41 CFR Part 60. The terms required by Executive Order 11246 will be included in any contract for construction work, or modification thereof, as defined in said Executive Order.

21. USE OF CONSULTANTS

a. The hiring and payments to consultants shall be in accordance with applicable State and local laws and regulations and grantee policies. However, for the use of and payment to consultants whose rate will exceed $100.00 per day, prior written approval for the use of such consultants must be obtained from the Grants Officer.

b. The Grantee must maintain a written report for the files on the results of ALL consultations charged to this grant. This report must include, as a minimum, *(1)* the consultant's name, dates, hours, and amount charged to the grant, *(2)* the names of the grantee staff to whom the services are provided, and *(3)* the results of the subject matter of the consultation.

22. CLEARANCE OF FORMS

To permit monitoring and clearance, the Grantee is to submit to the appropriate Program Officer, prior to use, five (5) copies of

all tests, questionnaires, interview schedules or guides, and rating scales which are to be employed in collecting data from 10 or more individuals or organizations. A brief report of RELATED INFORMATION (*such as purposes of the study, relevance of the data-gathering instruments to these purposes, nature of the sample, number of respondents, burden on respondents, etc.*) must accompany the copies of the instruments, in accordance with directions from the Office of Education.

EXCEPTIONS.

a. Copies need not be submitted of conventional instruments which deal solely with *(1)* cognitive functions or technical proficiency *(e.g., scholastic aptitude, school achievement, etc.)*, *(2)* routine demographic information, or *(3)* routine institutional information, but a REPORT of the "related information" *(as specified above)* concerning the particular data-gathering instruments must be supplied to the Program Officer in order to permit appropriate monitoring and clearance.

b. Ordinary classroom tests employed in the development of a new curriculum or as part of the regular instructional routine, constituting part of the project for which funds are granted, need be neither reported nor submitted, but final tests employed in such a project, serving purposes of evaluation, must be reported, and, if significantly unusual in such essential features as content, directions, form of response, etc., must be submitted in five *(5)* copies.

23. GRANT-RELATED INCOME AND INVESTMENT INCOME

a. Interest or other income earned by investment of the grant funds is termed "Investment Income." Any Investment Income earned by the grantee on advance funds received under this grant, is to be paid to the U.S. Office of Education for deposit as Miscellaneous Receipts in the U.S. Treasury, unless the grantee is a State or State agency. If the grantee is a State or State agency, the grantee is not accountable to the U.S. Office of Education for its use of Investment Income monies. Income derived by the grantee from activities supported or funded by this grant, other than Investment Income and Copyright Royalty Income, is termed "Grant-Related Income."

b. Grant-Related Income shall be disposed of, at the discretion of the Commissioner, in either one of the following two ways.

(1) By returning the funds to the Federal Government *(a)* by reducing the level of expenditures from grant funds in an amount equal to the Federal share of the Grant-Related Income, *(b)* by treating the funds as a partial payment to the award of a succeeding *(continuation)* grant, or *(c)* by payment to miscellaneous receipts of the U.S. Treasury, or

(2) By using the funds to further the purposes of the grant program from which the award was made.

c. The Grantee shall obtain from the Grants Officer prior approval of the disposition of any facilities, services, equipment, or other materials described in paragraph *(a)* above, subject to the condition of paragraph *(b)* above.

d. If the grantee receives any grant-related income or investment income in connection with this grant, the grantee shall maintain records of the receipt and disposition of the Federal share of such income.

24. CHANGES IN KEY PERSONNEL

The project Director and other grant personnel specified by name in the proposal are considered to be essential to the work being performed. If for any reason substitution of a specified individual becomes necessary, the Grantee shall provide timely written notification to the Grants Officer. Such written notification shall include the successor's name with a resumé of his qualifications.

25. ANIMAL CARE

Where research animals are used in any project financed wholly or in part with Federal funds, every precaution shall be taken to assure proper care and humane treatment of such animals.

GPO 926-867

26. Use of Small Businesses d Minority-Owned Businesses

In order to stimulate small business enterprises and minority business enterprises, and enable them to exercise a more effective role in the commercial life of the nation, it is the policy of HEW and OE to encourage grantees to be aware of, solicit, and make use of such enterprises in the acquisition of services or products, including construction, alteration and renovation, consultant and other services, and procurement of supplies and equipment.

In carrying out this policy objective, grantees are encouraged to:

a. become aware of those small business enterprises and minority business enterprises that are competent to perform the services or provide the products that the grantees usually acquire;

b. ensure that such firms are included in invitations for bids or requests for proposals;

c. make use of the advice and assistance available from Government organizations, such as the Small Business Administration, the HEW Office of Minority Business Assistance and the Commerce Department's Office of Minority Business Enterprise.

OFFICE OF EDUCATION
WASHINGTON, D.C. 20202

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SPECIAL GRANT TERMS AND CONDITIONS

(Additions and Deletions to Grant Terms and Conditions)

1. *Term and Condition No. 3, Limitation on Costs, (b), delete in its entirety and substitute the following:*

b. The Grantee may transfer funds among the direct-cost object class budget categories to the extent necessary to assure the effectiveness of the project, except for the following restrictions: For each budget period prior written approval must be obtained from the Grants Officer if (1) the grant budget is over $100,000 and the cumulative amount of transfers among direct cost object class budget categories exceeds $10,000, or five (5) percent of the grant budget, whichever is greater; (2) the grant budget is $100,000 or less and the cumulative amount of transfers among direct cost object class budget categories exceeds five (5) percent of the grant budget; (3) the revisions involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs; (4) in multiple funded projects no transfer of funds is authorized which will cause such funds to be used for purposes other than those originally intended. REF: OMB Circular No. A-102, Attachment K-1.

2. *Term and Condition No. 5, Accounts and Records, (d) Disposition of Records, delete in its entirety and substitute the following:*

d. Except as provided in paragraph (e) all pertinent financial records supporting documents and statistical records, related to the grant in possession of the Grantee shall be preserved by the Grantee for a period of three (3) years from the date of the submission of the final expenditure report, or, if a continuation grant, from the date of the submission of each final budget period expenditure report.

Records for nonexpendable property which was acquired under this grant shall be retained for three (3) years after final disposition of the property. REF: OMB Circular No. A-102, Attachment C-1.

3. *Term and Condition No. 6, Payment Procedures, delete in its entirety and substitute the following:*

a. If the Grantee is a State Department of Education and not under the NIH payment procedures, funds will be made available under the Office of Education Letter of Credit Payment System using the Letter of Credit Number (LCN) and Common Accounting Number (CAN) shown in Item 10 on the Grant Award document.

b. If the Grantee is under the NIH payment procedures, payments to the Grantee within the limit of the amount awarded will be made by the National Institutes of Health under either the letter-of-credit or cash request system, whichever method is designated for the institution's use by NIH. Those institutions which are not under the Letter of Credit System must take the initiative in requesting funds from NIH by completing and submitting NIH Form 1522-4.

Inquiries regarding payments and NIH Form 1522-4 should be addressed as follows:

Grant Accounting and Financial Report Branch
National Institutes of Health, Westwood Building
Bethesda, Maryland 20014 (301) 496-7041

The NIH vendor and transaction number should be reflected in any correspondence with NIH.

c. If the Grantee is a local school district and not covered under the NIH payment procedures, to obtain Federal funds, the Grantee must submit Form HEW-604T, "Request for Advance or Reimbursement," for each Common Accounting Number (CAN) shown in item 10 on the Grant Award Document. The CAN is a seven digit code used within the Office of Education to identify both the appropriation and the program or project that is being funded. Cash requirements shall be limited to the minimum amounts needed and shall be timed to be in accord with only the actual cash requirements of the Grantee in carrying out the purpose of the approved program or project. The request for cash must not exceed the amount authorized by the award. Lines 11a, 11b, 11c, and 11h will NOT be completed on the initial "Request for Advance or Reimbursement." In addition to completing the form per instructions on the reverse side, item 2 will cite the CAN in which cash is being requested.

The Grantee may submit "Request for Advance or Reimbursement" by the 10th calendar day of the last month of the current quarter for estimated cash requirements to cover costs in the first month of the succeeding quarter. This report will be prepared in the same manner as the initial report except only one month's estimated cash is reflected.

The Grantee must complete all parts of the "Request for Advance or Reimbursement" per instructions provided on the reverse of the form. The term "program outlays" as used in this report will be payments made by the Grantee. The Grantee may indicate his cash requirements for the fourth month in Block 12, "Remarks," of the report, eliminating the requirement to submit a separate "Request for Advance or Reimbursement" in the last month of the current quarter as permitted in the paragraph above. Under no circumstances will cost be allowed in excess of the amount authorized by the grant award. This report is due by the 20th calendar day after the close of the quarter.

Inquiries regarding payments and forwarding of the "Request for Advance or Reimbursement" should be addressed as follows:

Office of Education, Finance Division
Fiscal Services Branch, Room 3089
400 Maryland Avenue, SW
Washington, D.C. 20202
(202) 962-2807 or 962-2881

4. *Term and Condition No. 9 Termination, delete in its entirety and substitute the following:*

A. Termination and suspension for cause

1. General

(a) The grant may be terminated in whole or in part if the Government determines, after affording the Grantee reasonable notice and an opportunity to be heard, that the Grantee has failed to carry out the Terms and Conditions of the grant, the approved project proposal, in accordance with the applicable law or has otherwise failed to comply with any law or regulation.

(b) Subject to 2 below, the grant may be suspended during the pendency of termination proceedings initiated pursuant to this Term and Condition.

(c) Proceedings with respect to termination of the grant shall be initiated by mailing by the Grants Officer of a notice to the Grantee setting forth the basis of the proposed termination and the procedures available to the Grantee under this Term and Condition.

(d) If the Government determines that suspension of assistance during the pendency of such proceedings is necessary, such notice shall (i) inform the Grantee of such determination (ii) advise the Grantee of the effective date of such suspension (which shall be no earlier than the date of such notice) and (iii) offer the Grantee an opportunity to show cause why such action should not be taken.

(e) (i) The notice required under (d) above shall further advise the Grantee that no new expenditures or obligations made or incurred in connection with the grant during the period of suspension will be recognized by the Grants Officer in the event the grant is ultimately terminated. (ii) Expenditures to fulfill legally enforceable commitments made, prior to the notice of suspension, in good faith and in accordance with the Grantee's approved project and which meet the provisions of the Office of Management and Budget Circular No. A-87, and not in anticipation of suspension or termination, will not be considered new expenditures.

2. Opportunity to Show Cause

(a) If the Grantee submits a request in writing to the Grants Officer for an opportunity to show cause why a suspension of the grant should not be continued or imposed, the Grants Officer will, within seven (7) days after receiving such a request, hold an informal meeting for such purpose.

(b) Except as otherwise provided by statute or regulations, the Grantee may appeal the Government's decision to terminate, by submitting in writing to the Grants Officer, its rebuttal of the specific grounds for the proposed termination set forth in the notice of termination, within thirty (30) days following the date of mailing of such notice by the Government, unless an extension of such period of time has been granted in writing by the Grants Officer.

(c) The Grants Officer may, at his discretion, permit oral presentation by the Government and the Grantee regarding the notice of termination and the Grantee's written rebuttal.

(d) The Grants Officer will issue a final decision in the case of such appeal after the submission of the Grantee's written rebuttal, or any oral presentations permitted by the Grants Officer, whichever is later.

(e) In the event the grant is terminated, financial obligations incurred by the Grantee prior to the effective date of such termination will be allowed to the extent they would have been allowed had such grant not been terminated except that (i) no obligations incurred during the period in which the grant was suspended and no obligations were incurred in anticipation of the suspension or termination will be allowed, and (ii) the Grantee shall cancel as many outstanding obligations as possible.

(f) In the event the grant is terminated, the Grantee will submit to the Grants Officer within sixty (60) days after the effective date of such termination, two (2) copies of the OMB Financial status report form in effect at the time of termination.

(g) Within thirty (30) days after receipt of the financial status report, the Grants Officer will issue instructions to the Grantee with regard to funds found due the Government.

B. Termination for Convenience

(a) The Government or the Grantee may terminate the grant in whole, or in part, prior to the expiration date of the grant period when both parties agree that the project is no longer susceptable to production results.

(b) The Grants Officer and the Grantee shall agree to the termination conditions, including the effec-

tive date, and in case of partial termination, that portion of the project under the Grant to be terminated. The Grantee shall not incur any new obligations for the terminated portion of the project after the effective date of the termination and shall cancel as many outstanding obligations as possible affecting the terminated portion of the project.

(c) In the event the grant is terminated in whole or in part, costs incurred that meet the provisions of Office of Management and Budget Circular A-87, charged to the grant prior to the effective date of such termination will be allowed upon final settlement to the extent that they would have been allowable had the grant not been terminated in whole or in part, except that no obligations incurred in anticipation of termination will be allowed and the Grantee shall cancel as many outstanding obligations as possible.

(d) The Grants Officer will allow full credit to the Grantee for the Federal share of the non-cancelable obligations properly incurred by the Grantee prior to termination. REF: OMB Circular No. A-102, Attachment L-2-3.

5. *Term and Condition No. 11, Copyright and Publication, delete in its entirety and substitute the following:*

Where the Grant results in a book or other copyrightable material, the author or Grantee is free to copyright the work, but the Commissioner reserves the royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. REF: OMB Circular No. A-102, Attachment N-6.

6. *Term and Condition No. 15, Equipment, delete in its entirety and substitute the following:*

Property Management (Equipment)

a. Definitions

The following definitions apply:

(1) *Real Property.* Real property means land, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

(2) *Personal Property.* Personal property means property of any kind except real property. It may be tangible (having physical existence), or intangible (having no physical existence), such as patents, inventions and copyrights.

(3) *Nonexpendable Personal Property.* Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of $300 or more per unit. A Grantee may use its own definition of nonexpendable property provided that such definition would at least include all tangible personal property as defined above.

(4) *Expendable Personal Property.* Expendable personal property refers to all tangible personal property other than nonexpendable property.

(5) *Excess Property.* Excess property means property under the control of any Federal agency which, as determined by the head thereof, is no longer required for its needs.

b. Personal Property Acquisitions

Personal property shall be acquired by the Grantee, in whole or in part with Federal funds, only to the extent required for the performance of the grant, and in the quantity and dollar amount specified elsewhere herein. Real property shall not be acquired in support of this grant.

c. Title

(1) Title to nonexpendable personal property acquired by the Grantee in whole or in part with Federal funds shall vest in the Grantee.

(2) Title to Federally-owned nonexpendable property which is provided to the Grantee remains vested in the Federal Government.

d. Use

The Grantee shall use personal property acquired or provided under the grant solely in the performance of the grant.

(1) The Grantee shall retain the property acquired with Federal funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by Federal funds. When there is no longer a need for the property to accomplish the purposes of the grant program, the Grantee shall use the property in connection with other Federal grants it has received in the following order of priority:

(a) Other grants of the Office of Education needing the property.

(b) Grants of other Federal agencies needing the property.

(2) When the Grantee no longer needs the property in any of its Federal grant programs, the property may be used for its own official activities in accordance with the following standards:

(a) Nonexpendable property with an acquisition cost of less than $500 and used four years or more.

The Grantee may use the property for its own official activities without reimbursement to the Federal government or sell the property and retain the proceeds.

(b) All other nonexpendable property. The Grantee may retain the property for its own use provided that a fair compensation is made to the original grantor agency for the latter's share of the property. The amount of compensation shall be computed by applying the percentage of Federal participation in the grant program to the current fair market value of the property.

e. Disposition

(1) If the Grantee has no need for the property, disposition (of the property) shall be as follows:

(a) Nonexpendable property with an acquisition cost of $1,000.00 or less. Except for property which meets the criteria of d. (2) (a) above, the Grantee shall sell the property and reimburse the Federal grantor agency an amount which is computed in accordance with "b" below.

(b) Nonexpendable property with an acquisition cost of over $1,000.00. The Grantee shall request disposition instructions from the grantor agency.

(i) If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee's participation in the grant program to the current fair market value of the property plus any shipping or interim storage cost incurred.

(ii) If the Grantee is instructed to dispose of the property, he shall be reimbursed by the Federal grantor agency for such cost incurred in its disposal.

(iii) If disposition instructions are not issued within 120 days after reporting, the Grantee shall sell the property and reimburse the Federal grantor agency.

(c) Federally-owned nonexpendable personal property. The Grantee shall report to the Grants Officer, in writing, the Federally-owned nonexpendable personal property acquired or provided under the grant upon the completion or termination of the grant or if the need for the property no longer exists.

f. Management Standards

The Grantee's property management standards for nonexpendable personal property shall also include the following procedural requirements:

(1) Property records shall be maintained accurately and provide for: a description of the property; acquisition date and cost; source of the property; percentage of Federal funds used in the purchase of the property; location, use, and condition of the property; and ultimate disposition data including sales price or the method used to determine current fair market value, if the Grantee reimburses the grantor agency for its share

(2) A physical inventory of the property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.

(3) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.

(4) Adequate maintenance procedures shall be implemented to keep the property in good condition.

(5) Proper sales procedures shall be established for unneeded property which will provide for competition to the fullest extent practicable and result in the highest possible return.

g. Expendable Personal Property

When the total inventory value of any unused expendable personal property exceeds $500 at the expiration of the need for any Federal grant purposes, the Grantee may retain the property or sell the property as long as he compensates the Federal Government for its share in the cost . The amount of compensation shall be computed in accordance with d. (2) (b).

h. Intangible Property

Specific standards for control of intangible property are provided as follows:

If any program produces patents, patent rights, processes or inventions, in the course of work aided by a Federal Grant, such fact shall be promptly and fully reported to the grantor agency. The grantor agency shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery--including rights under any patent issued thereon--shall be disposed of and administered in order to protect the public interest consistent with the "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971 and Statement of Government Patent Policy as printed in 36 F.R. 16889). REF: OMB Circular A-102, Attachment N.

Investment Income, delete in its entire and substitute the following:

Grant Related Income and Investment Income

A. Interest or other income earned by investment of the grant funds is termed "Investment Income." Accountability for investment income shall be satisfied in accordance with the following requirements:

1. Local Educational Agencies are required to return the funds to the U.S. Office of Education in accordance with the decision of the Comptroller General of the United States (42 Comptroller General 289)

2. State Agencies are not accountable to the U.S. Office of Education for its use of Investment Income pending their disbursement for program purposes.

B. Royalties received from copyrights and patents, and funds received from sale of products or services, fees received for personal services, etc. are termed "Grant Related Income." Accountability for Grant Related Income shall be satisfied in accordance with the following requirements:

1. Funds received from royalties on copyrights and patents during the grant period shall be retained by the Grantee and (a) either added to the funds already committed to the program or; (b) deducted from the total project costs for the purpose of determining the net costs on which the Federal share of cost will be based.

2. After termination or completion of the grant, the Federal share of royalties in excess of $200 received annually shall be returned to the U.S. Office of Education for deposit as Miscellaneous Receipts in the U.S. Treasury. The Federal share of royalties shall be computed on the same ratio basis as the Federal share of project cost. With respect to copyright a separate agreement with the U.S. Office of Education, pursuant to the COPYRIGHT GUIDELINES, with regard to the publication or marketing of specific materials developed or to be developed under the grant. In that event, the royalty allocation, after grant termination or completion, will be in accordance with the provisions of that separate agreement.

3. All other income earned during the grant period shall be retained by the Grantee and shall be disposed in either one of the following two ways:

(a) Added to funds committed to the project by the Government and the Grantee and be used to further eligible program objective, or

(b) Deducted from the total project costs of the grant for the purpose of determining the net costs on which the Federal share of costs will be based.

4. Grant related income may be used to reimburse costs which have previously been treated as nonreimburseable. The income may not be used to reimburse unallowable costs.

5. The expenditure of the Federal share of grant related income will not be considered in meeting cost sharing or matching requirements except for grants under those programs where it is clear that legislative intent was to permit such income to be used for those purposes.

6. If the Grantee receives any grant related income in connection with the grant, the maintenance of records of the receipt and disposition of the grant related income shall be in accordance with the requirements set forth in Grant Term and Condition No. 5, Accounts and Records. REF: OMB Circular A-102, Attachment E-1, 2.

The OMB Circulars and attachments referred herein are obtainable from:

Office of Management and Budget
Publications Branch
Washington, D.C. 20503

8. Term and Condition No. 1, Reports

a. Technical Reports

The following technical reports shall be submitted to the Project Officer: George E. Love

Telephone: (202) 755-7682

Type of Report	Quantity	Due Date
Final Report	3	90 days after the completion of the project.

b. Financial Reports

The following financial reports shall be submitted to the Grants Officer:

Type of Report	Quantity	Due Date
Final	4	90 days after the completion of the project.

GPO 942-095

The United States Jaycees
Environmental Improvement

"Creating Environmental Change Through People"

[redacted]
National Program Manager
The United States Jaycees
Post Office Box [redacted]
Tulsa, Oklahoma 74102
(B) 918 584 2481

Dr. Charles E. Sanden
National Consultant
[redacted] University Village
Platteville, Wisconsin 53818
(B) 608-342 1692
(H) 608 348 8384

Larry R. Menchhofer
Recycling Consultant
328 Riehl Alley
Columbus, Ohio 43206
(B) 614-469-7876
(H) 614-443-3016

Fred G. Hevelin
Land Use Consultant
533 Yale
Mexico, Missouri 65625
(B) 314-581-5000
(H) 314-581-3852

Kenny R. Muse
[redacted] Coordinator
2[redacted] Road
Westminster, Maryland 21157
(H) 301-848-7890

John T. Jankowiak
Metro Coordinator
140 Weis Street
Buffalo, New York 14206

UNITED STATES JAYCEES

Demonstration Program in Community Education

Presented to

Office of Environmental Education

March 1, 1973

Granted Project

90% Recycled Paper

A-289

(NONCONSTRUCTION PROGRAMS)
PART I

2. APPLICANT'S APPLICATION NUMBER

3. FEDERAL GRANTOR AGENCY
DEPARTMENT OF HEALTH, EDUCATION & WELFARE
ORGANIZATIONAL UNIT
OFFICE OF ENVIRONMENTAL EDUCATION (EE-424)
ADMINISTRATIVE OFFICE
400 MARYLAND AVENUE, S.W.
STREET ADDRESS - P.O. BOX
WASHINGTON, D.C. 20202
CITY STATE ZIP CODE

4. APPLICANT NAME
UNITED STATES JAYCEE FOUNDATION
DEPARTMENT DIVISION
POST OFFICE BOX 7
STREET ADDRESS - P.O. BOX
TULSA, OKLAHOMA TULSA COUNTY
CITY COUNTY
OKLAHOMA 74102
STATE ZIP CODE

5. DESCRIPTIVE NAME OF THE PROJECT
COMMUNITY EDUCATION PROJECT (General Project)

6. FEDERAL CATALOG NUMBER
13.522

7. FEDERAL FUNDING REQUESTED
$ 59,074.00

8. GRANTEE TYPE
___ STATE, ___ COUNTY, ___ CITY, X OTHER (Specify) non-profit foundation

9. TYPE OF APPLICATION OR REQUEST
X NEW GRANT, ___ CONTINUATION, ___ SUPPLEMENT, ___ OTHER CHANGES (Specify)

10. TYPE OF ASSISTANCE
X GRANT, ___ LOAN, ___ OTHER (Specify)

11. POPULATION DIRECTLY BENEFITING FROM THE PROJECT
5.2 million

12. CONGRESSIONAL DISTRICT
a. 1st Congressional, Oklahoma
b. nationwide

13. LENGTH OF PROJECT
12 months

14. BEGINNING DATE
July 1, 1973

15. DATE OF APPLICATION
March 1, 1973

16. THE APPLICANT CERTIFIES THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF THE DATA IN THIS APPLICATION ARE TRUE AND CORRECT, AND THAT HE WILL COMPLY WITH THE ATTACHED ASSURANCES IF HE RECEIVES THE GRANT

17. TYPED NAME
GARY R. McNAUGHT

TITLE
EXECUTIVE DIRECTOR

TELEPHONE NUMBER
AREA 918 NUMBER 584 EXT. 2481

SIGNATURE OF AUTHORIZED REPRESENTATIVE
Gary R. McNaught

For Federal Use Only

18)

REMARKS

PART II
PROJECT APPROVAL INFORMATION

ITEM 1.
Does this assistance request require State, local, regional, or other priority rating?

[X] Yes [ ] No

Name of Governing Body United States Jaycees
Priority Rating 1

ITEM 2.
Does this assistance request require State, or local advisory, educational or health clearances?

[ ] Yes [X] No (Attach Documentation)

Name of Agency or Board

ITEM 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

[ ] Yes [X] No (Attach Comments)

ITEM 4
Does this assistance request require State, local, regional, or other planning approval?

[X] Yes [ ] No

Name of Approving Agency United States Jaycees
Date February 15, 1973

ITEM 5
Is the proposed project covered by an approved comprehensive plan?

[ ] Yes [X] No

Check one:
[ ] State
[ ] Local
[ ] Regional

Location of Plan

ITEM 6
Will the assistance requested serve a Federal installation?

[ ] Yes [X] No

Name of Federal Installation
Federal Population benefiting from Project

ITEM 7
Will the assistance requested be on Federal land or installation?

[ ] Yes [X] No

Name of Federal Installation
Location of Federal Land
Percent of Project

ITEM 8
Will the assistance requested have an impact or effect on the environment?

[X] Yes [ ] No

See instructions for additional information to be provided. Environmental Education project beneficial to cities and states

ITEM 9
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

[ ] Yes [X] No

Number of:
Individuals
Families
Businesses
Farms

ITEM 10
Is there other related assistance on this project previous, pending, or anticipated?

[X] Yes [ ] No

See instructions for additional information to be provided. Previous Grant (1972-1973) 13.522, Environmental Education Project near completion - $57,000

NEW 6081

OMB NO. 80-

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

GRANT PROGRAM, FUNCTION OR ACTIVITY (a)	FEDERAL CATALOG NO. (b)	ESTIMATED UNOBLIGATED FUNDS		NEW OR REVISED BUDGET		
		FEDERAL (c)	NON-FEDERAL (d)	FEDERAL (e)	NON-FEDERAL (f)	TOTAL (g)
1. Environmental Education	13.522	$	$	$ 59,074.00	$ 90,000.00	$ 149,074.0
2.						
3.						
4.						
5. TOTALS		$	$	$	$	$

SECTION B - BUDGET CATEGORIES

6. OBJECT CLASS CATEGORIES	GRANT PROGRAM, FUNCTION OR ACTIVITY (1) Environmental Education	(2)	(3)	(4)	TOTAL ($)
a. PERSONNEL	$ 27,000.00	$	$	$	$ 27,000.0
b. FRINGE BENEFITS	3,569.00				3,569.0
c. TRAVEL	17,500.00				17,500.0
d. EQUIPMENT	- - - - -				- - - -
e. SUPPLIES	14,600.00				14,600.0
f. CONTRACTUAL	- - - - -				- - - -
g. CONSTRUCTION	- - - - -				- - - -
h. OTHER	47,300.00				47,300.0
i. TOTAL DIRECT CHARGES	109,969.00				109,969.0
j. INDIRECT CHARGES	39,105.00				39,105.0
k. TOTALS	$ 149,074.00	$	$	$	149,074.0
7. PROGRAM INCOME	$	$	$	$	$

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SECTION C - NON-FEDERAL RESOURCES

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. ENVIRONMENTAL EDUCATION	$	$	$ 90,000.00	$ 90,000.00
9.				
10.				
11.				
12. TOTALS	$	$	$	$

SECTION D - FORECASTED CASH NEEDS

	TOTAL FOR 1ST YEAR	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER
13. FEDERAL	$ 59,074.00	$ 14,768.00	$ 14,768.00	$ 14,768.00	$ 14,770.0
14. NON-FEDERAL	90,000.00	30,000.00	30,000.00	15,000.00	15,000.00
15. TOTALS	$ 149,074.00	$ 44,768.00	$ 44,768.00	$ 29,768.00	$ 29,770.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) GRANT PROGRAM	FUTURE FUNDING PERIODS (Years) (b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16. N/A	$	$	$	$
17.				
18.				
19.				
20. TOTALS	$	$	$	$

SECTION F - OTHER BUDGET INFORMATION (Attach additional sheets if necessary)

21. DIRECT CHARGES: see attachment

22. INDIRECT CHARGES: see attachment

23. REMARKS:

PART IV - PROGRAM NARRATIVE (attach per instructions)

MEMO(S):

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1973 - 1974

PROPOSED BUDGET

Description	Government	Corporations
SALARIES		
Project Director	$ 15,000	$ - - - - -
Project Assistant	- - - -	7,000
Project Secretary	- - - -	5,000
FRINGE BENEFITS		
FICA @ 5.85% of $27,000	632	702
Workmen's Comp. @ 5% of $5,200	260	520
Health & Welfare (Flat Rate)	240	480
Other:		
Unemployment	21	42
.5% of $12,600 (state)	34	68
.8% of $12,600 (local)	300	- - - - -
Bonus @ 2% of $15,000	150	120
Thrift Plan @ 1% of $27,000		
TRAVEL		
National Officers	1,100	1,000
Consultants	7,000	2,000
Staff Officers	3,200	3,200
PROMOTIONS		
Special Mailings	1,000	- - - - -
Newsletters	2,400	- - - - -
Postage	2,000	1,000
PRINTING-PROJECT MATERIALS		
Booth for Annual Meeting	- - - -	600
RSVP Project Kits	3,500	1,500
State Chairmen Kits	- - - -	800
STATE CHAIRMEN WORKSHOPS	- - - -	5,000
TELEPHONE	1,800	- - - - -
STATE SEED GRANTS	- - - -	27,000
CONSULTANTS FEES	4,800	- - - - -
LOCAL SEED GRANTS	- - - -	14,500
ADMINISTRATIVE OVERHEAD @ 36% (a provisional negotiated rate)	15,637	23,468
TOTAL	$ 59,074	$ 90,000

THE UNITED STATES JAYCEES
BOX 7 TULSA OKLAHOMA 74102
AFFILIATED WITH JUNIOR CHAMBER INTERNATIONAL

February 27, 1973

To Whom It May Concern:

The United States Jaycees Foundation, a 501-C-3 non profit organization Federal ID #73-6113776.

The United States Jaycees, a 501-C-4 non profit organization Federal ID #73-0555534.

Charles H. Cordes
Director of Finance

PROJECT SUMMARY

In July, 1972, the Office of Environmental Education and the Scaife Family Charitable Trusts [illegible] the United States Jaycees' nationwide program of environmental education, PROJECT ECO. Its purpose was to develop broad based citizen participation in action programs which stimulated awareness of and solutions to local environmental problems.

This proposal seeks second year support for PROJECT ECO. We feel the first year objective is near completion and therefore the 1973-74 program while continuing efforts to expand community volunteerism, will be directed primarily to a narrower focus. PROJECT ECO now proposes to develop an on-going partnership, between Jaycees and institutions of higher education, which can determine, obtain, and provide needed extension services and programs pertinent to the environmental needs of communities and states. The approach is multidisciplined and dynamic: that is, the input of - as well as the interaction between - each group, educators and Jaycees, should produce efforts greater than those created by each group working independently. Back up support for the program will be provided, as in the first year, by the Jaycees through its already established network of state environmental chairmen, national consultants, and national staff.

The project request covers a [illegible] period and includes the following elements:

1) 4 State Chairmen workshops, held regionally, to provide information, goals, and evaluatory methods for Jaycees and selected educators;
2) development and distribution of project materials for use by Jaycees and other interested organizations and institutions;
3) a seed grant program for local and state Jaycees to stimulate programs and local resources;
4) assistance to institutions and Jaycees from National Jaycee headquarters and consultants; and
5) a feedback system of information from local and state organizations which, when compiled, will present a basis for evaluation of the project.

PROJECT JUSTIFICATION

This proposal addresses itself to increasing services in environmental education; more specifically, to increasing the services which colleges and universities can provide to meet environmental problems in communities and states.

Since the 1970 enabling legislation, the Office of Environmental Education has had one goal: [illegible] the level of "environmental literacy" in America. [illegible] both intellectually and practically man can approach his environment with a new awareness, a new attitude, a new understanding. This goal has not been reached. Indeed, in 1973, though bombarded with environmental issues from all directions, the general American consciousness is only a little above the primer stage which associates the environment with nature trails, the vanishing eagle, phosphates in the detergents, and litter bugs! The ranks of the literate are just now beginning to grow. And yet, in 1974, should present budgetary proposals remain intact, the administration of environmental education as a program will cease as a federal function and will maintain viability at the discretion of state and local governments. This latter circumstance does not presage the end of environmental education. In fact, the shift to local resources is inherent in the OEE grant-in-aid policy... an underscoring, so to speak, of the belief that the federal government alone cannot answer all the environmental needs of our country. It lacks both the money and the expertise. Nor, in fact, can any government, federal or local, carry the load alone. President Nixon expressed this in the 1969 State of the Union Address:

> "...We are approaching the limits of what government can do alone. Our greatest need

is to reach beyond government, to enlist the legions of the concerned and committed..."

The United States Jaycees are both. For they are not themselves experts in environmental education. Nor is there any need for them to become such when at present in every community and state there are groups, organizations, and institutions of higher education already in existence that can provide the expertise. What is needed, however, is a partnership between those who have the knowledge of the environment and those who have the ability to mobilize the public and the available local resources into action programs which ensure the continuance of environmental education. Such a partnership has the benefit of being non-threatening. The autonomy of each partner is left untouched because each has an ability needed by the other, thus enabling each to lend its capabilities to tasks without fear of usurpation of vested interests. The effect of such a team effort could be tremendous. Action programs which would be unfeasible for each group could be planned and carried out with a combination of talents and resources.

With these thoughts in mind, and based on experiences with the University of North Carolina and the University of Iowa this year, the United States

Jaycees request the Office of Environmental Education consider supporting a project to develop [illegible] relationship between Jaycees and colleges and universities. The university is the wellspring of the many disciplines needed to approach a new understanding of our environment. The Jaycees are an established resource with expertise in educating and mobilizing the public into action programs. This has been the Jaycee role for 43 years.

PEOPLE AFFECTED BY THE PROJECT

PROJECT ECO in its second year will indirectly affect the entire Jaycee membership. While at present there are some 5,000 of the 6,400 Jaycee chapters around the country involved in environmental projects, it is hoped in this second year, through Jaycee communications, to include the higher education community within the 50 states. The project will directly affect the state Jaycee organizations and at least one state university system in each state. Local communities will be selected for special project emphasis and 50 state environmental chairmen funded to develop a partnership between Jaycees and institutions of higher education. In any case, the participants of the program will be: 1). Jaycees, who are at base the mechanics, salesmen, accountants, civil employees, school teachers, students (Jaycee age limit now lowered to 18 years), clergy, poor people and so forth; and 2). the administrators, faculty, and

students of colleges and universities. This heterogeneity is a main determinant of the program's thrust: To create a team that can determine, obtain, and provide the extension services and programs most pertinent to local communities and states. This cross section will also enable Jaycees and educational institutions to carry out specific programs by drawing upon the resources available from the participants themselves...high school superintendents, college professors, housewives, students and local environmental councils established by Jaycees in ECO's first year. The multi-faceted participation will enhance the chances of the program's acceptability in the community because it will involve people from all occupational, economic, cultural, and educational backgrounds.

The nature of the Jaycee himself is important to this project. Jaycees cut across the life of any town. They have the same jobs, biases, views, ambitions, frustrations as everyone else. But Jaycees are catalysts. They are young, eager, and interested in finding ways to solve problems in communities...and the environment is a community problem. The local Jaycee is offered a chance by his chapter to develop leadership skills, to make decisions, plan, and implement programs for local

betterment. The Jaycee Motto is "Leadership Development Through Community Involvement." The Jaycees demonstrate this motto by becoming the authors of accomplishment in their communities.

PROJECT ECO, in its first year, has pointed out what Jaycees can accomplish. The program has an established track record of activities which can this year be brought to bear upon the environmental needs of communities as well as point up particular community attitudes and levels of experience which can be approached through extension courses. The following statistics cover the accomplishments of PROJECT ECO in its first seven months. These are typical of the level of production Jaycees can generate at the community level.

A. Forums/Seminars Presented by State Chairmen

State Jaycee Meetings	73
Regional Jaycee Meetings	56
Local Jaycee Meetings	155
Other Organization Meetings	39
TOTAL	323

B. Total Length of Presentations 234 hrs. 17 min.

C. Total Attendance at Presentations 14,966

D. Miles Traveled by State Chairmen 61,566

E. Other Meetings attended by Chairmen	131
F. Individuals or Organizations (non-Jaycee) Contacted or Worked With	434
G. Publicity Generated	
TV Stations	44
Newspapers	156
Radio	95
State Jaycee Publications	79
National Magazines	5
Flyer to all Chapters (6,400)	50
Press Releases	23
H. Total State Chairmen Manhours	6,543
I. Number of Chapters Known to be Conducting or Have Conducted Projects this Year*	
Educational Projects	268
Environmental Councils	170
Recycling Programs	599
Junked Car Removal	103
Clean Air	71
Clean Water	410

*At present, only one state (Ohio) has completed a survey of all Jaycee chapters. The figures represent only the chapters a state chairman knows are conducting environmental projects. A complete chapter survey from national headquarters will be completed by April 30, 1973 for inclusion in the first year report.

City Beautification	337
Solid Waste	160
Family Planning	23
Mass Transit	8
Thermal Pollution	7
Other	70
TOTAL	2,826

These results were produced between July 1, 1972 and February 15, 1973. They were the result of a nation-wide effort sponsored by the Office of Environmental Education for $57,000 with a matching grant from the Scaife Family Charitable Trusts for $50,000. The results were accomplished by Jaycee volunteers who recruited the assistance of other groups, individuals, corporations, cities and states to carry out their programs. (see Appendix)

DETAILED PROJECT DESCRIPTION

The objective of PROJECT ECO in its second year is two-fold: To continue expansion across the country of the thousands of community education projects already underway and to establish an action oriented partnership between Jaycees and institutions of higher education. Section I of this project Description covers the project elements to accomplish the objective in 1973-74. Section II discusses the supportive activities, personnel, and

materials needed to bring about the aims.

Section I: Project Elements

In order to implement the two-fold objective of PROJECT ECO, plans have been made to develop new activities and to tap into already established programs and personnel responsibilities.

The 1973-74 activities are: Seed grants to local areas to carry out environmental education projects; seed funds to state environmental chairmen to coordinate local efforts and also to establish a partnership between Jaycees and higher education institutions in order to meet local and state environmental needs; regional seminars for state chairmen; and development of program materials for continuing community environmental education courses.

1. Seed grants for local areas:

Endemic to Jaycee action programs is the element of incentive. Jaycees, like most people, work better with goals. ECO has built in an incentive system with a provision for seed grants to local areas. This part of the program has budgeted $14,500 to be distributed in 51 seed grants according to chapter merits and needs.

Population Division	Amount of Grant	Grants Available	Grant Budget
I, II, III	up to 200	21	$4,200
IV, V	up to 300	17	5,100
VI, VII	up to 400	13	5,200
		51	$14,500

Grants can be applied for in the following way: Once a local coordinator has established a plan of action for developing an environmental education project, he may write to the Program Director in Tulsa, National Jaycees headquarters, applying for a seed grant for his chapter. He must submit the plan of action, all pertinent information concerning the breadth of community involvement in the planning and operating stages of the program, information on his chapter, the amount requested and plans for use of the grant. (see Appendix) Deadlines will be established by the Program Director and a review committee will judge the proposals.

If a coordinator is accepted as a grantee, he will receive one-half of the grant money requested. The other half will be sent to him on or before May 1, 1974 upon submission of a final report (or a progress report if the project is not completed).

The rationale behind the seed grant program is: First, there is incentive for action at the local level. Admittedly, the amounts provided are not sufficient to finance a local program. And in the case of many chapters are insignificant amounts when compared to the local chapter budgets which run as high as $50,000 or $80,000 annually. Jaycees, however, have always been motivated more by challenge than by dollar amount. It is this bait which the national headquarters will hold out to the local area. Secondly, if the criterion of a developed plan of action is necessary for acceptance in the grant program PROJECT ECO will have directly generated over 51 programs within the project year.

2. Seed Funds for State Environmental Chairmen

In order to realize the establishment of a partnership between Jaycees and institutions of higher education, PROJECT ECO will undertake a program of assistance for the 50 state environmental chairmen. As was noted in the statistics in the first year, the present 42 state chairmen in the first seven months spent over 6,500 man hours, traveled over 61,500 miles, made over 300 presentations on the ECO concept, and coordinated more than 2,800 local ECO projects. All of this was done on a volunteer basis in the free time of a concerned and

committed Jaycee. In 1973-74, since the project goal now includes the added task of establishing a working relationship with higher education institutions and coordinating extension programs between the university and the communities where these are needed, PROJECT ECO will reimburse the state chairmen the maximum amount of $400.00 for his expenses throughout the project year. Again, the amount is insignificant. But it can defray a portion of the out-of-pocket expenses incurred by the state chairman as well as possibly act as seed money to lever other funds for the state environmental program. This money will be distributed to the state chairman after completion of his state plan of action for the year in a manner similar to the administration of the local seed grants.

3. Regional Seminars for State Chairmen

If the program commences on July 1, 1973, during the months of July and August, 4 regional workshops will be held for state chairmen to introduce them to the new goals for ECO, provide them with kits on the programs they are to coordinate during the project year, and establish reporting systems and evaluatory methods for ECO. These workshops will offer sessions over a two day period for Jaycees and selected educators from the region.

The total budgetary allocation for these activities is $42,500; however, PROJECT ECO has generated private sector donations for the program which will cover this amount as well as other parts of the total project.

4. Reporting system

Even though the guidelines for the Office of Environmental Education require only an annual report, PROJECT ECO, in its first year, submitted monthly reports covering activities, statistics, plans for the future, and problems in the program as they arose. It is the intent of the Jaycees to continue this policy so the program manager in Washington can evaluate progress as the program is implemented and, hopefully, offer suggestions for improvement. (See appendix for sample)

Section II: Supportive Activities, Personnel and Materials

1. Activities:

The Jaycees have an annual program of events which will be used to promote this project.

-- Jaycee Annual Meeting for all members [illegible]. This will be held in June in Minneapolis.

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and is expected to draw [illegible] members as well as the public. An exhibit of display materials and information [illegible] the [illegible] program will be available.

-- Officers' Planning Session and Training Program for new state officers. This will be held in July-August and [illegible] will hold a workshop on this year's program.

-- Regional Metropolitan Conferences. This is a separate group within the Jaycee network. Its primary function is to bring together chapters from larger cities for exchange of ideas on matters pertinent to large urban trade centers. One of the [illegible] national consultants will be assigned as the Metro Coordinator.

-- Outstanding Young Farmer Conference. [illegible] will make use of this conference to promote the program to the rural areas of the country.

-- Annual Planning Session. The Executive Board of Directors designated Environmental Pollution as one of the four priority projects for [illegible] this year.

It should be noted while [illegible] each of these events, there will [illegible] made. These are part of the Jaycee annual [illegible] no sponsor is needed to support them.

2. Personnel: Assignment of Responsibilities

A. National Program Director

-- Coordinate state and local Jaycee activities
-- Organize liaison with outside organizations needed to conduct program
-- Organize and publish a monthly newsletter
-- Develop program plans and materials
-- Promote program through travel and correspondence
-- Establish an environmental information center
-- Conduct state chairmen workshops
-- Write monthly reports for federal program manager.

B. State Chairmen:

-- Coordinate local chairmen's activities
-- Coordinate all state action through the regional and/or state governmental liaison offices, if these exist.
-- Establish a working relationship with institutions of higher education
-- Disseminate national information to locals
-- Act as liaison to local chairmen

-- Conduct workshops for local chapters
-- Stimulate outside organizations into the ECO program
-- Submit a monthly report to the national office.

C. Local Chairmen:
-- Mobilize manpower at local level
-- Disseminate national and state information
-- Write progress reports for state chairmen
-- Carry out a specific plan of action for an environmental education project in the community.

D. Other Jaycee Personnel:
1. National President: During the course of visits to states, the U.S. Jaycee President will help promote the project to Jaycees across the country.
2. National Vice Presidents: (11) These executives travel to their assigned states during the year and are in a position to promote participation by Jaycee chapters. They are the motivational keys to the organization and advise on courses of action to state organizations.

3. State Presidents: These [illegible] of the state organization [illegible] of a year, they travel [illegible] the state to local meetings carrying [illegible] and information to the locals and [illegible] new program ideas as they travel. The State President also publishes a newsletter which carries program ideas around the state.

E. Consultants

Five Jaycee consultants have been programmed into PROJECT ECO to assist in implementing the program at the metropolitan, regional, state and local levels. Additional consultants will be added for the 73-74 program. These individuals will assist by offering program suggestions and guiding chapters in carrying out specific environmental education projects. Consultants for 72-73 are:

a. Dr. Charles E. Sundin, National Consultant. Past Executive Vice President for External Programming for the Wisconsin Jaycees selected the Outstanding State Chapter in Environmental Improvement for the U.S. Jaycees in 1970-71.

b. Larry P. Menchhofer, Recycling Consultant. Past Executive Director of the Dayton, Ohio City Beautiful Council; past chairman of the highly successful Dayton Recycling Center. Mr. Menchhofer is currently the Citizens

Environmental Protection [illegible]

[illegible]

c. Fred G. Heivilin, Land [illegible] Currently senior geologist with the [illegible] Harbison Refractory Company in [illegible], Mr. Heivilin has extensive experience in land reclamation.

d. Kerry B. Muse, Area Coordinator. Currently External Vice President of the Maryland Jaycees and coordinating the activities of state chairmen in the eastern part of the United States.

e. John T. Jankowiak, Metro Coordinator. Currently Chairman of the Board of the United States Jaycees Metropolitan Region [illegible]. Mr. Jankowiak travels extensively in his position as national sales manager for Polish Printing Corporation and [illegible] to meetings of the metro chairmen.

3. Materials and Information Distribution

A. Project Training and Information [illegible] developed in each of the [illegible]

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1. How to Form a Local Environmental Action Group
2. How to Implement the Local Environmental Recycling Center
3. Environmental Education Projects
4. How to Harvest Abandoned Cars
5. Vehicle Emission Check Lanes
6. City Beautification
7. Clean Air
8. Clean Water
9. Mass Transit
10. Resource Guide (Introduction to Environmental Programming)
11. Family Planning
12. Land Use Planning
13. The Energy Crisis
14. Noise Control

These will contain:

-- suggested projects for local action
-- background information on the problem
-- guidelines for carrying out local programs
-- critical analysis of selected rules
-- listing of resources for additional information and materials

(see appendix)

B. State Chairman Kit

-- background on [illegible]

-- [illegible]

-- directory of [illegible]

-- "How to be a Successful Chairman"

-- promotional ideas for the program

-- Samples of report forms and evaluation [illegible]

C. National Newsletter "Impact"

-- available to all Jaycees upon request

-- contains:

update of chapter involvement

project news

new developments in the field

exchange of innovative ideas

messages from national consultants on special areas

(see appendix)

D. Besides the above material, PROJECT ECO will disseminate information through the established Jaycee publications:

FUTURE magazine - a monthly publication [illegible] 350,000 circulation

LINK - a monthly publication [illegible]

METRO NEWSLETTER - a monthly [illegible] for all National [illegible] and local Metro chapter presidents

State President's Newsletter: monthly publication of 100 to national and state offices

4. Timetable of Events over Project Year

JUNE
- All project material finalized
- State Chairmen selected
- Annual Meeting for all Jaycee Membership

JULY-AUG.
- Training of State Chairmen at 4 regional seminars
- National Officers Training Session
- Seed grant applications for local and state organizations mailed

SEPTEMBER
- Contacts made with state colleges and universities

OCTOBER
- Seed grant application deadline for both state and local organizations
- Review committee selection of grants
- Grants awarded to state and local organizations
- Work in progress with colleges and universities

NOV.-MARCH
- Work in progress on PROJECT ECO
  - obtain monthly reports from state chairmen
  - file monthly reports with OEE program manager
  - work in progress with colleges and universities
  - promotion of program through Jaycee media
  - coordination of program through state and local visitations and correspondence

MARCH
- Program survey sent to all local presidents

APRIL
- Compilation of survey statistics
- National consultants conference on future directions of program

MAY
- Secure final reports from local and state grant recipients
- Promotion of program continuation at all state conventions
- Begin tabulation of final report

JUNE
- Annual Meeting
- Work in Progress on final report

JULY
- Final compilation of program report for OEE

A-318

SEP 19 1973

U.S. DEPARTMENT OF LABOR
MANPOWER ADMINISTRATION
WASHINGTON, D.C. 20210

Mr. Gene Cloninger
The United States Jaycees
Foundation
Post Office Box 7
Tulsa, Oklahoma 74102

RE: Contract No. 99-4-0001-013 and Modification No. 1

Dear Mr. Cloninger:

Enclosed is your fully executed copy of the above referenced contract, together with a fully executed copy of Modification No. 1 thereto.

My staff and I wish you every success in the performance of this contract.

Sincerely,

Frank W. Gluchowski

FRANK W. GLUCHOWSKI
Contracting Officer
Office of National Projects
Administration

Enclosures

+ Ltr
9/21/73

1. CONTRACT (Proc. Inst. Ident.) NO.	2. EFFECTIVE DATE	3. REQUISITION/PURCHASE REQUEST/PROJECT NO.	4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING:
0321-0001-013	Execution		

5. ISSUED BY CODE	6. ADMINISTERED BY (If other than block 5) CODE	7. DELIVERY FOR FOB ENTRY POINT ☒ OTHER (See below) ☐
U. S. Department of Labor Manpower Administration, Office of National Projects Administration Washington, D.C. 20210		

8. CONTRACTOR NAME AND ADDRESS (Street, city, county, State, and ZIP code) CODE FACILITY CODE	9. DISCOUNT FOR PROMPT PAYMENT	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK
The United States Jaycees Foundation Post Office Box 7 Tulsa, Oklahoma 74102	N/A	

11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY CODE
N/A	U. S. Department of Labor, Manpower Administration, Office of Training Programs Administration 17th Rhode Island Ave., N.W., Room 410, Longfellow Bldg., Washington, D.C. 20210

13. THIS PROCUREMENT WAS ☐ ADVERTISED, ☒ NEGOTIATED, PURSUANT TO: ☐ 10 U.S.C. 2304 (a)( ) ☐ 41 U.S.C. 252 (c)( )

14. ACCOUNTING AND APPROPRIATION DATA

MDTA Unapportioned

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	The services to be performed are set forth in Special Provision No. 1 - "Statement of Work." The attached documents listed below are made a part of this contract: Standard Form 26 (Cover Page - Page 1) Special Provisions Numbered 1 through 19 General Provisions for Cost Reimbursement Type Contracts, dated July 1, 1969, and Additional General Provisions, Series A apply. Series B is deleted. PERIOD OF PERFORMANCE FROM August 1, 1973 THROUGH July 31, 1974				

21. Estimated TOTAL AMOUNT OF CONTRACT $ 325,363

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

26. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

23. NAME OF CONTRACTOR	27. UNITED STATES OF AMERICA
BY Ray Roper — Dennis E. Jordan (Signature of person authorized to sign)	Frank W. Olucha (Signature of Contracting Officer)
24. NAME AND TITLE OF SIGNER (Type or print) Dennis E. Jordan, Trustee Ray Roper, Trustee	25. DATE SIGNED
28. NAME OF CONTRACTING OFFICER (Type or print) FRANK W. OLUCHOWSKI	29. DATE SIGNED SEP 19 1973

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SPECIAL PROVISION NO. 1 - STATEMENT OF WORK

VS JC Crim Justice Program

The Contractor, the U. S. Jaycees Foundation will be responsible for administering a program to provide technical assistance to the U. S. Jaycee membership. The Contractor will subcontract with the U. S. Jaycees staff (Criminal Justice Program), who will in turn subcontract with CONtact, Inc., of Lincoln, Nebraska to implement and operate this program.

The second year contract will be an expansion of citizen participation in the criminal justice program. Under this program Jaycees provide a structure for voluntary action whereby Jaycees act as catalysts to bring together public and private resources to meet the needs of the ex-offender. As he enters the community, the ex-offender's needs for a smooth adjustment are undertaken by a local volunteer.

Since Jaycees have a broad cross-sectional membership in each community, ex-offender needs are handled either by Jaycees directly or community resources generated through Jaycees. The purpose of this contract is to provide Jaycee membership the necessary technical assistance and resource development so that they can assist ex-offenders in the following areas:

1. Housing: Locate housing as necessary and provide services regarding leasing and tenant/landlord relations;
2. Fiscal Planning: Provide assistance on budgeting, credit, banking, and financial allocation for emergencies;

3. Job Counseling: Seek employment for the ex-offender or refer him to a state employment service office;

4. Educational/Vocational: Assist the ex-offender in obtaining the education necessary to meet job requirements;

5. Personal Counsel: Provide advice and help in personal adjustment, including family aid, parole plans, social contacts, civic involvement, and other personal counsel as requested; and

6. Transportation: Assist in arranging for transfer to and from jobs or job interviews.

These services, of course, are the end product of the coordination of many previous plans. To bring them about, a systematic program of information dissemination was established so that the ex-offender would be contacted by a local Jaycee at his destination community and assisted. This task was part of an entire program carried out by the United States Jaycees and its major contractor, CONtact, Inc. The program will contain the following elements:

1. A network of resources -- public and private

A working relationship was developed and maintained between the Criminal Justice Program and the national offices of organizations such as: Red Cross, American Correctional Association, Association of State Correctional Administrators,

National Sheriffs' Association, National Council on Crime and Delinquency, National Center on Voluntary Action, ACTION, Chamber of Commerce, American Bar Association, National Conference on Criminal Justice Standards and Goals, National Criminal Justice Reference Service, National Institute of Mental Health, Corporation for Public Broadcasting, Federal Bureau of Prisons, Department of Justice, Department of Labor, and State Department of Corrections.

These are only a sample of the kind of involvement Jaycees have generated in this program. The purpose of these contacts was not only to awaken these organizations to the need to assist ex-offenders, but also to encourage them to direct their local affiliates to contact and coordinate their activities with local correctional facilities.

Under this contract it is our intention to establish a cross index of resources. This index will be comprised of national organization resources, local organization resources, Jaycee "contacts" and the names of individuals who assist in the program. The cross index system will be set up for easy identification of resource capabilities and

and qualifications. In this way every group and individual involved in the program becomes a resource and contact for anyone else in his locale working on similar programs. It is anticipated that within this second year the Criminal Justice Program will have established contacts for virtually every city in the United States for many areas of involvement in corrections. From these data we will be able to establish programs at the local level which pull together all available community resources. This segment of the Criminal Justice Program will use a computer to accomplish the cross indexing and rely on the National Criminal Justice Reference Service in Washington, D. C. for much of the raw data.

2. Identification of Ex-Offenders' Needs:

While the concept of the Criminal Justice Program has been under way for a number of years, Department of Labor funding has assisted in expanding the program's "in-house" prison chapters' referral system which:

a. Encourages each Jaycee chapter in a correctional facility to contact potential parollees and determine future needs. These services are not, of course, confined just to Jaycee members in correctional institutions;

b. Provides a list of needs to "outside" Jaycee contacts in destination communities;

c. Assists in expanding the central communications network which passes referral needs between Jaycee chapters. These needs are given either directly to a destination Jaycee chapter or to the national Jaycee information center in Tulsa, or to COMtact, Inc., which functions as the coordinator for prison chapters.

3. Development and Coordination of Training Conference for Jaycees:

During the first year, the program budget allowed for three regional training seminars for State Jaycee program chairmen and selected city chairmen. These seminars were at base an educational and public awareness tool to motivate Jaycees toward involvement in the program. Under this contract, one National Conference is planned which will bring together all the State chairmen (there are 48 at present) for an in-depth working seminar on the tools they will need to expand the program in general and in particular to link the resources directly to the prison chapters.

The National Conference is planned for mid July, 1973, and will encompass working sections on:

1. Law Enforcement Assistance: The standards and goals of LEAA set forth in a cookbook for State chairmen.

2. National Sheriffs' Association, and the American Bar Association, and the American Correctional Association: These groups will give presentations to State chairmen on their plans, how these plans can be incorporated into the Criminal Justice Program, and the specific individuals in each State who are available for technical assistance to program chairmen.

3. Department of Labor: This section will provide names of labor's State and local personnel involved in correctional institution programming, OJT, JOBS, State Employment Services, and the like.

4. Man-to-Man Follow-up: This section of the program will provide techniques and plans for the volunteer-parollee relationship. Guidelines for approach, the program's philosophy, areas where Jaycee volunteers can assist, and the like will be discussed and programkits developed for distribution.

5. Housekeeping: There will be a short session on Report Forms to the national office, legislation pertinent to the program and policies of various organizations.

The 2 and ½ day conference attended by Jaycees from State organizations as well as major city chapters. It is well to note that once a State chairmen has agreed to attend a national conference, he has given an

unspoken commitment to organize and run a statewide program during the following year. Since most of those attending were educated to the program, its scope and goals, in the first year, we feel they are now experienced and can take the technical assistance which the conference will provide and carry out a good program within.

4. Reporting System:

During the first year, the reporting system was developed which would bring in statistics from the chapters participating in the program.

5. Evaluation of the Program: In any case, the first year's evaluation will be contained within the final report sent to DOL by the Jaycees. It is a self evaluation but one which we feel is objective about the gains and losses during the first year.

6. Development of materials for dissemination

a. U. S. Jaycees staff personnel in National headquarters and COMtact, Inc. will provide state chairmen guidelines:

1. Will contain suggested recruiting methods.

2. Will offer guidelines for carrying out a program.

3. Will provide a consolidation of government programs pertinent to the program plans.

4. Will offer a capsule breakdown of resources available.

b. Newsletter (COMTact) available to:

1. Jaycees

2. Department of Labor personnel involved in program

3. Interested private organizations

c. COMtact, Inc. information center and/or U. S. Jaycee Service Library

1. Will maintain information on:

(a) Local program plans

(b) Government programs

(c) National resources available

2. Will maintain a library of publications.

3. Will provide material on:

(a) Research programs

(b) Current trends in programming areas

(c) Consultants available

(d) Speakers' bureau

(e) Program statistics from local areas.

The principal objective of this project is to expand citizen involvement in the criminal justice system, thus making the Jaycee membership better prepared to provide the necessary resources for those persons about to be released or released from correctional institutions.

Operational Procedures

The program under this contract will accomplish the following:

1) Develop educational and training programs to be offered to State and local organizations.

2) Development and distribution of materials, including training kits, news letters, and a national information library.

3) Liaison between local Jaycee chapters and chapters within correctional facilities.

4) Assistance to State and local Jaycee organizations.

5) Training seminar for Jaycee State program chairmen.

6) Liaison with other agencies and organizations to provide continuously expanding resources to the ex-offender.

The U. S. Jaycee Foundation is responsible for the following:

1. Overall supervision of the program;
2. Accountability for all funding provided by the Department of Labor, using the Board of Trustees as final authority on all disbursement of funds;
3. Liaison with the United States Jaycees and with COMtact, Inc., through travel and correspondence; and
4. A final report to the Department of Labor on program activities.

The U. S. Jaycees Staff Personnel (Criminal Justice Program) will perform the following:

1. Liaison with correctional facilities at the behest of COMtact, Inc.
2. Develop and maintain contact with COMtact, Inc. program plans through travel and correspondence.
3. Provide information on the program through U. S. Jaycee Service Library.

4. Assist COMtact, Inc. in the development of plans for workshops.

5. Provide with COMtact, Inc. an evaluatory report covering the project year for the Department of Labor.

6. Conduct day-to-day operation of the National headquarters corrections program.

   (a) Handle all correspondence.

   (b) Arrange for meetings as necessary with other program personnel, Jaycee staff, public and private sector representatives.

   (c) Oversee the program bookkeeping.

   (d) Provide Jaycee Foundation with the monthly invoices and reports necessary for budget planning.

As a subcontractor, COMtact, Inc. will perform the following:

1. Provide a full-time staff to carry out liaison between Jaycees and the established or to be established prison chapters.

2. Edit the prison chapters' newsletters, current correctional material, and publish a newsletter for involved groups.

3. Develop or maintain liaison with all public and private correction agencies, necessary to conduct the referral system.

4. Attend such meetings with public and private sector organizations as are needed to promote greater services for correctional facilities and for ex-offenders.

5. Oversee the day-to-day operations of the COMtact, Inc. office.

   (a) Handle all correspondence

   (b) Supervise bookkeeping of program funds

   (c) Offer reports as needed to the National headquarters

   (d) Provide national headquarters with appropriate invoices for budget planning.

6. Disseminate information and materials to local chapters, civic and public organizations, and to government agencies as requested.
7. Follow the Department of Labor policies and regulations as set forth in the contract with the United States Jaycees.
8. Act as consultant in the development of the National Conference.
9. Act as one of the clearinghouses for the referral system. Provide information to destination community chapters on ex-offender needs.
10. Coordinate activities of state chairmen.
11. Disseminate information on current legislative trends.
12. Coordinate efforts towards the removal of employment restrictions.

This contract will make it possible for State Chairmen to perform the following:

1. Coordinate, through travel and correspondence, all program plans within the state.
2. Disseminate CONtact, Inc. and national information to local chapters.
3. Act as consultant to State Jaycee organization.
4. Provide materials to state publications.
5. Serve as liaison to State Planning Agencies and State Department of Labor Councils on correctional facilities.

This contract will make it possible for Local Chairmen to perform the following:

1. Mobilize manpower from Jaycees and other community organizations.
2. Develop local corrections liaison committees: (Suggested membership: Jaycees, Sheriff, Legal Aid, County Commissioner, Former Prisoners, Interested citizens)

3. Develop vocational assistance teams: (Suggested membership: Businessmen, CAA directors, educators, vocational counselors, social workers)
4. Develop rapport with state, county and city corrections personnel through visit and correspondence.
5. Assist local chapters with program plans.
6. Write reports for the state chairmen as needed covering the following information:

   Ex-offenders contacted, initial services needed by ex-offenders, follow-up services provided and problems encountered, suggestions for program improvement.

BUDGET

I. Prime Contract Costs (U. S. Jaycees Foundation) $ 4,300

A. Direct Costs

1. Staff Salaries	$ 2,000
2. Staff Travel	1,000
3. Materials and Supplies	300
4. Communications	500
5. Consultant Fees	500
	$ 4,300

II. Costs of Subcontract with U. S. Jaycee Staff, Criminal Justice Program

A. Direct Costs

1. Staff Salaries	$ 19,900
2. Fringe Benefits	3,209
3. Staff Travel	19,000
4. Consultant Fees	60,300
5. Materials and Supplies	9,000
6. Communications	5,400
Subcontract Costs (Contact, Inc.	$116,809

B. Total Estimated Indirect Costs (36% of Direct Costs) 42,051

C. Total Estimated Subcontract Costs $158,860 $158,860

III. Costs of Subcontract with Contact, Inc. (included in line item II.A.7 above)

A. Direct Costs

1. Staff Salaries	$ 56,100
2. Fringe Benefits	2,662
3. Staff Travel	32,000
4. Materials and Supplies	16,000
5. Communications	8,000
6. Computer Rental	15,000
Total Direct Costs	$129,762

B. Total Estimated Indirect Costs (25% of Direct Costs)	$ 32,441	
C. Total Estimated Subcontract Costs	$162,203	$162,203
TOTAL ESTIMATED COST----------		$325,363

SPECIAL PROVISION NO. 2 - GOVERNMENT AUTHORIZED REPRESENTATIVE

The U. S. Department of Labor, Manpower Administration, shall appoint a Government Authorized Representative to monitor performance under this contract. He will represent the Contracting Officer in the program phases of the work but will not be authorized to change any of the terms and conditions of the contract. Such changes, if any, shall be accomplished only by the Contracting Officer by a properly executed modification to this contract.

SPECIAL PROVISION NO. 3 - TRAVEL AND PER DIEM

All travel under this contract shall be at tourist, coach fares or less than first class unless itinerary or nonavailability dictate otherwise. All automobile travel shall be reimbursed at 11¢ per mile. Per diem of $20 per day shall be allowed when lodging cost is $10 or less per day and additional per diem amounts above $20, but not to exceed $25, when lodging cost is more than $10 per day. A $20 per diem rate will be used for determining fractional parts of a day for continuous travel of more than 24 hours. For travel of less than 24 hours when a night's lodging is not required, the per diem rate shall be $10. However, no per diem shall be allowed when travel period is 10 hours or less during the same calendar day, except when the travel period is 6 hours or more and begins before 6 a.m. or terminates after 8 p.m.

SPECIAL PROVISION NO. 4 - AUTHORITY TO BIND CONTRACTOR

Within 30 days after receipt of a fully executed copy of this contract, the Contractor shall furnish to the Contracting Officer, in writing, a list of the persons authorized to execute, in behalf of the contractor, contracts, modifications to the contract or other documents as may be required by the Contracting Officer. In the event authority is delegated to a position (e.g. President, Vice-President, Treasurer) rather than to an individual the list of positions so authorized shall be furnished. This information is required in addition to the Contractors Certification reflected on the contract face sheet.

SPECIAL PROVISION NO. 5 - UTILIZATION OF MINORITY BUSINESS ENTERPRISES

1. It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

2. The Contractor agrees to use his best efforts to carry out the policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

SPECIAL PROVISION NO. 6 - COVENANT AGAINST REPRESENTATIONAL ACTIVITIES BY FORMER MANPOWER ADMINISTRATION EMPLOYEES

Contractor warrants that no individual formerly employed by the Manpower Administration, and as more specifically described below, has or will perform representational activities, as more specifically described below, before the Department of Labor on behalf of the contractor. For the purpose of this paragraph, "Individuals formerly employed by the Manpower Administration" shall mean an individual who within the last two (2) years was employed (with or without compensation) in the Office of the Assistant Secretary for Manpower, the Manpower Administration, or any subdivision thereof, in a position of GS-14 or above, provided that this shall not include those individuals who were employed or retained as consultants for a period of less than sixty (60) days in any 12 months' period within the last two (2) years. Further, for the purpose of this paragraph, "Representational activities shall mean any appearance, conversation or other direct contact, including telephone conversations, and any correspondence with the Department or any subdivision or employee thereof, in relation to the contract or grant or modification thereto, containing this clause. In the event of breach or violation of this warranty by the contractor or grantee, it is agreed that the Department of Labor shall have the right to annul this contract or grant without liability to the Government, if the Department determines in its discretion that it is in the interest of the Government to do so, or to debar the contractor or grantee, or both. Such remedies are separate from and in addition to any other remedy provided elsewhere under the contract or grant, in regulations issued by the Department of Labor or under the laws of the United States.

SPECIAL PROVISION NO. 7 - MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

1. The Contractor agrees to establish and conduct a program which will enable minority business enterprises (as defined in the clause entitled "Utilization of Minority Business Enterprises") to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall --

(a) Designate a liason officer who will administer the Contractor's minority business enterprises program.

(b) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.

(c) Assure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority business enterprises.

(d) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (ii) awards to minority business enterprises on the source list, and(iii) specific efforts to identify and award contracts to minority business enterprises.

(e) Include the Utilization of Minority Business Enterprises clause in subcontracts which offer substantial minority business enterprises subcontracting opportunities.

(f) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the Contracting Officer may from time to time conduct.

(g) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (d), above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

(2) The Contractor further agrees to insert, in any subcontract hereunder which may exceed $500,000, provisions which shall conform substantially to the language of this clause, including this paragraph 2, and to notify the Contracting Officer of the names of such subcontractors.

SPECIAL PROVISION NO. 8 - LISTING OF EMPLOYMENT OPENINGS

(This clause is applicable pursuant to 41 CFR 50-250 if this contract is for $2,500 or more)

(a) The contractor agrees, in order to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: Provided, That if this contract is for less than $10,000 or if it is with a State o local government the reports set forth in paragraphs (c) and (d) are not required.

(b) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. This listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in any statutes, Executive orders or regulations regarding nondiscrimination in employment.

(c) The reports required by paragraph (a) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one establishment in a State, with the central office of the State employment service. Such reports shall indicate for each establishment (i) the number of individuals who were hired during the reporting period, (ii) the number of those hired who were disabled veterans, and (iii) the number of those hired who were nondisabled veterans of the Vietnam era. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made under this contract. The contractor shall maintain copies of the reports submitted until the expiration of 1 year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor.

(d) Whenever the contractor becomes contractually bound by the listing provisions of this clause, he shall advise the employment service system in each State wherein he has establishments of the name and location of each such establishment in the State. As long as the contractor is contractually bound to these provisions and has so advised the State employment system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

SPECIAL PROVISION NO. 8 LISTING OF EMPLOYMENT OPENINGS (cont'd)

(e) This clause does not apply to the listing of employment openings which occur and are filed outside of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(f) This clause does not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(g) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than $18,000 per year. The term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement.

(2) "Appropriate office of the State employment service system" means the local office of the Federal -State national system of public employment offices with assigned responsibility for serving the area of the establishment where the employment opening is to be filled, including the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's own organization (including any affiliates, subsidiaries, and parent companies), and includes any openings which the contractor proposes to fill from regularly established "recall" or rehire" lists.

(4) "Openings which the contractor proposes *** to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

SPECIAL PROVISION NO. 8 LISTING OF EMPLOYMENT OPENINGS (cont'd)

(5) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans Administration for a disability rated at 30 percentum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

(6) "Veteran of the Vietnam era" means a person (A) who (i) served on active duty with the Armed Forces for a period of more than 180 days, any part of which occurred after August 5, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service connected disability if any part of such duty was performed after August 5, 1964, and (B) who was so discharged or released within the 48 months preceding his application for employment covered by this clause.

(h). If any disabled veteran or veteran of the Vietnam era believes that the contractor (or any first tier subcontractor) has failed or refuses to comply with the provisions of this contract clause relating to giving special emphasis in employment to veterans, such veteran may file a complaint with the Veterans' employment representative at a local State employment service office who will attempt to informally resolve the complaint and then refer the complaint with a report on the attempt to resolve the matter to the State office of the Veterans' Employment Service of the Department of Labor. Such complaint shall then be promptly referred through the Regional Manpower Administrator to the Secretary of Labor who shall investigate such complaint and shall take such action thereon as the facts and circumstances warrant consistent with the terms of this contract and the laws and regulations applicable thereto.

(i) The contractor agrees to place this clause (excluding this paragraph (i)) in any subcontract directly under this contract.

SPECIAL PROVISION NUMBER 9 - REPORTS

The Contractor shall prepare and furnish the Contracting Officer with the following reports:

A. A monthly Contractor's Invoice and Detailed Statement of Costs (MA 3100-1 and 3100-2)

B. Copies of the invoices submitted to the Contractor by the sub-contractor (these should be attached to the Contractor's invoices).

C. Monthly reports on the program will be submitted beginning with the first full month of the contract period. These reports will include the following:

1) Overall progress of the program

2) Total number of individuals affected by the program and how they are being served.

3) Characteristics of those being reached by the program

4) Significant contributions that the program has made on the criminal justice system

D. Interim Report: After the first half of the program's contract period a written summary of the progress achieved up to that time. This report will serve as the monthly report due at that time.

E. Final Report: Thirty days prior to the termination of the contract the Contractor will submit a final report describing the performance of the contractual obligations which make up the Statement of Work.

F. The Contracting Officer may request any special reports he may deem necessary.

SPECIAL PROVISION NO. 10 - COST ACCOUNTING STANDARDS

(a) Unless the Cost Accounting Standards Board has prescribed rules or regulations exempting the Contractor or this contract from standards, rules, and regulations promulgated pursuant to 50 U.S.C. App. 2168 (Public Law 91-379, August 15, 1970), the Contractor, in connection with this contract shall:

(1) By submission of a Disclosure Statement, disclose in writing his cost accounting practices as required by regulations of the Cost Accounting Standards Board. The required disclosures must be made prior to contract award unless the Contracting Officer provides a written notice to the Contractor authorizing postaward submission in accordance with regulations of the Cost Accounting Standards Board. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain this Cost Accounting Standards clause. If the Contractor has marked the Disclosure Statement to indicate that it contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement will be protected and will not be released outside of the Government.

(2) Follow consistently the cost accounting practices disclosed pursuant to (1), above, in accumulating and reporting contract performance cost data concerning this contract. If any change in disclosed practices is made for the purposes of any contract or subcontract subject to Cost Accounting Standards Board requirements, the change must be applied prospectively to this contract, and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5), below as appropriate.

(3) Comply with all Cost Accounting standards in effect on the date of award of this contract or if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any Cost Accounting Standard which hereafter becomes applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(A) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a Disclosure Statement change which the Contractor is required to make pursuant to (3), above. If the Contractor has not been required to file a Disclosure Statement but is required pursuant to (a)(3), above, to change an established practice, then an equitable adjustment shall similarly be agreed to.

(B) Negotiate with the Contracting Officer to determine the terms and conditions under which any Disclosure Statement change other than changes under (4)(A), above, may be made. A change to a Disclosure Statement may be proposed by either the Government or the Contractor: Provided, however, That no agreement may be made under this provision that will increase costs paid by the United States under this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if he or a subcontractor fails to comply with an applicable Cost Accounting Standard or to follow any practice disclosed pursuant to subparagraphs (a)(1) and (a)(2) above, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97 or 7 percent per annum, whichever is less, from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor or subcontractor has complied with an applicable Cost Accounting Standard rule, or regulation of the Cost Accounting Standards Board and as to any cost adjustment demanded by the United States, such failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(c) The Contractor shall permit any authorized representatives of the head of the agency, the Cost Accounting Standards Board, or the Comptroller General of the United States to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which he enters into the substance of this clause except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that this requirement shall apply only to negotiated subcontracts in excess of $100,000 where the price negotiated is not based on:

(i) Established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(ii) Prices set by law or regulation.

NOTE: 1. Subcontractors shall be required to submit their Disclosure Statements to the Contractor. However, if a subcontractor has previously submitted his Disclosure Statement to a Government Contracting Officer he may satisfy that requirement by certifying to the Contractor the date of such Statement and the address of the Contracting Officer.

2. In any case where a subcontractor determines that the Disclosure Statement information is privileged and confidential and declines to provide it to his Contractor or higher tier subcontractor, the Contractor may authorize direct submission of that subcontractor's Disclosure Statement to the same Government offices to which the Contractor was required to make a submission of his Disclosure Statement. Such authorization shall in no way relieve the Contractor of liability as provided in paragraph (a)(5) of this clause. In view of the foregoing and since the contract may be subject to adjustment under this clause by reason of any failure to comply with rules, regulations, and standards of the Cost Accounting Standards Board in connection with covered subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. However, the inclusion of such a clause and the terms thereof are matters for negotiation and agreement

between the Contractor and the subcontractor, provided that they do not conflict with the duties of the Contractor under its contract with the Government. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification to be submitted by his subcontractors.

(c) The terms defined in section 331.2 of Part 331 of Title 4, Code of Federal Regulations (4 CFR 331.2) shall have the same meanings herein. As there defined, "negotiated subcontract" means "any subcontract except a firm fixed price subcontract made by a Contractor or subcontractor after receiving offers from at least two firms not associated with each other or such contractor or subcontractor, providing (1) the solicitation to all competing firms is identical, (2) price is the only consideration in selecting the subcontractor from among the competing firms solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted."

SPECIAL PROVISION NO. 11 - INSURANCE

In accordance with the provisions of General Provisions No. 18 entitled "Insurance (Liability to Third Person)" the following kinds and amounts of Insurance must be procured and maintained in force during the lifetime of the above numbered contract.

a. Workmen's Compensation In the amounts required by state law or the United States Longshoremen's and Harbor Workers' Compensation Act (33 USC 901).

b. Occupational Diseases Insurance As required by applicable law. In any area where all occupational diseases are not compensable under applicable law, insurance for occupational diseases shall be secured under the employer liability section of your insurance policy. Minimum per incident, $100,000.

c. Employer Liability This insurance is to cover any liability imposed upon an employer, by law, for damages on account of personal injuries, including death resulting therefrom, sustained by his employees by reason of accident.

d. General Liability Insurance (Bodily Injury) This insurance protects the insured against claim arising from bodily injury or death to third parties occuring on its business premises or through its operations, except those arising from motor vehicles away from the premises, those covered by any Workmen's Compensation Law, and other exclusions stated in the policy. The required coverage for bodily injury shall be $50,000 per person and $100,000 per accident.

e. Automobile Liability The required coverage is $100,000 per person and $300,000 per accident for bodily injury and $5,000 per accident for property damage. Automobile comprehensive and collision $100 deductible.

The types and minimum limits reflected above for vehicle insurance shall apply to any vehicle operated or used in connection with performance of official business under this contract. In the event a privately-owned vehicle is used the Government's share of insurance premiums, including any additional coverage required to conform with the above limits, shall be prorated in accordance with the vehicles actual use while conducting business under the terms of this contract.

SPECIAL PROVISION NO. 12 - FLEXIBILITY OF COSTS

With the exception of budget line items set forth as salaries, wages, fringe benefits and subcontract costs, flexibility of direct costs within the budget will be allowed provided, that no line item of direct costs is increased or decreased by more than 20 percent, and provided further that no increase is caused in the total estimated cost of the contract.

SPECIAL PROVISION NO. 13 - NEGOTIATED OVERHEAD

(a) Notwithstanding the provisions of the clause of this contract entitled "Allowable Cost, Fixed Fee, and Payment," the allowable indirect costs under this contract shall be obtained by applying negotiated overhead rates to bases agreed upon by the parties, as specified below.

(b) The Contractor, as soon as possible but not later than ninety (90) days after the expiration of his fiscal year, or such other period as may be specified in the contract, shall submit to the Contracting Officer, with a copy to the cognizant audit activity, a proposed final overhead rate or rates for that period based on the Contractor's actual cost experience during that period, together with supporting cost data. Negotiation of overhead rates by the Contractor and the Contracting Officer shall be undertaken as promptly as practicable after receipt of the Contractor's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with Subpart 1-15.2 of the Federal Procurement Regulations (41 CFR 1-15.2).

(d) The results of each negotiation shall be set forth in a modification to this contract, which shall specify (1) the agreed final rates, (2) the bases to which the rates apply, and (3) the periods for which the rates apply.

(e) Pending establishment of final overhead rates for any period, the Contractor shall be reimbursed either at negotiated provisional rates as provided in the contract, or at billing rates acceptable to the Contracting Officer, subject to appropriate adjustment when the final rates for that period are established. To prevent substantial over or under payment, and to apply either retroactively or prospectively: (1) Provisional rates may, at the request of either party, be revised by mutual agreement, and (2) billing rates may be adjusted at any time by the Contracting Officer. Any such revision of negotiated provisional rates provided in the contract shall be set forth in a modification to this contract.

(f) Any failure by the parties to agree on any final rates under this clause shall be considered a dispute concerning a question of fact for decision by the Contracting Officer within the meaning of the "Disputes" clause of this contract.

(g) Pursuant to paragraph (e) the Contractor shall be reimbursed at the following negotiated provisional rate.

The U. S. Jaycee Staff, Criminal Justice Program shall be reimbursed at the rate of 36% of Direct costs less items of equipment, alterations and renovations. In no event shall the Criminal Justice Program be reimbursed at a rate in excess of 38%.

Contact, Inc. shall be reimbursed at a Billing rate of 25% of Direct Costs. In no event shall Contact, Inc. be reimbursed at a rate in excess of 27%.

Contact, Inc. must submit within 90 days from the date of execution of this contract materials which will substantiate the 25% rate. Contact, Inc. will be limited to 10% of his recoverable overhead until a provisional overhead rate is established to replace the billing rate.

(a) If an appeal is filed by the contractor from a final decision of the Contracting Officer under the Disputes clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes clause of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a board of contract appeals.

(b) Notwithstanding (a), above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

SPECIAL PROVISION NO. 15 - PRECONTRACT COSTS

All costs incurred from August 1, 1973 to the effective date of this contract, which were in anticipation of award are allowable costs to the extent they would have been allowable if incurred after the effective date of the contract. The total amount which may be expended by the Contractor under this clause is $25,000.

SPECIAL PROVISION NO. 16 - OCCUPATIONAL HEALTH & SAFETY ACT

a. In the performance of this contract, the contractor agrees to provide all trainees, who are not employees, with safety and health protection which shall be at least as effective as that which would be required under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651 et seq.) if the trainees were employees of the contractor thereunder.

b. All records pertaining to injuries and illnesses of trainees who are not employees shall be maintained in accordance with the provisions of Part 1904 of Title 29 of the Code of Federal Regulations.

c. Contractor agrees to include the substance of this clause in all subcontracts which provide for the training of persons who are not employees of the subcontractor.

d. Failure of the contractor to comply with the provisions of this clause shall be grounds for the termination of this contract or the invocation of the "Debarred, Suspended, and Ineligible Bidders" procedures of the Federal Procurement Regulations and the Department of Labor Procurement Regulations.

SPECIAL PROVISION NO. 17 - ADVANCE UNDERSTANDING ON ALLOWABLE COSTS

The Government agrees to reimburse the non-profit contractor for costs attributable to unemployment insurance coverage in one of the two methods described below, as the contractor may choose by written notice to the contracting officer.

(1) Reimburse the contractor for any unemployment insurance tax that is allocable to the contract.

(2) Reimburse the contractor for unemployment costs, which are set forth in those billings received from the State dated during the contract period representing amounts owed to the State for unemployment benefits paid to former contractor employees. However, in no event shall these allowable costs for unemployment coverage exceed the amount that the Government would have reimbursed the contractor for tax payments had the contractor paid the unemployment tax to the State at a rate of 2.7 percent or the State's maximum tax rate, whichever is the lower, on taxable salaries and wages for this contract.

SPECIAL PROVISION NO. 18 - FIDELITY BONDS FOR ADVANCE PAYMENTS

If advance payments are approved under the terms of this contract the contractor shall provide a Fidelity Bond to the U. S. Department of Labor which meets the following qualifications:

1. A Blanket Position Bond, with an approved corporate surety, covering any and all officers and employees involved in the performance of this contract.

2. The amount of the bond shall be $ 25,000, or the amount of the advance payment, whichever is less.

3. Both the Contractor and the Secretary of Labor shall be named as the insureds, if at all possible. Where this is not feasible, the contractor shall be named as the insured.

4. The period of coverage shall be no less than one year, with a discovery period of no less than one year subsequent to cancellation or other termination of the bond.

5. The bond must stipulate that the Contracting Officer, U. S. Department of Labor, be given 35 days advance notice by the surety prior to making any material change in, or cancellation of, the bond. The advance notice shall be by certified mail.

6. If the bond covers advance payments under contracts from more than one agency, a recovery is provided for each Government agency.

SPECIAL PROVISION NO. 19- WITHDRAWAL OF FUNDS FROM SPECIAL BANK ACCOUNT

Pursuant to Clause 23 of the General Provisions and the requirements of Paragraph 3 of the Agreement for Special Bank Account, listed below are the name(s) of the Contractor's personnel who are authorized to incur and pay costs on behalf of the Contractor:

NAME	TITLE

A-351 | 41 USC 252 (c)(10) | Cost Reimbursement

ISSUING OFFICE Center for Disease Control 1600 Clifton Road, N. E. Atlanta, Georgia 30333	CONTRACT FOR Venereal Disease Attack Program
CONTRACTOR (Name and Address) United States Jaycees ~~Foundation~~ 4 West 21st Street P. O. Box 7 Tulsa, Oklahoma 74102	ACCOUNTING AND APPROPRIATION DATA Appropriation 7540343 Allowance 4-0950 Common Account No. 4321 5662
PLACE OF PERFORMANCE Tulsa, Oklahoma	CONTRACT AMOUNT $99,923.00
MAIL VOUCHERS TO Financial Management Branch Center for Disease Control 1600 Clifton Road, N. E. Atlanta, Georgia 30333	SPONSOR Venereal Disease Branch
EFFECTIVE DATE Upon Acceptance by the Government	EXPIRATION DATE 12 Months from Effective Date

CONTRACTOR REPRESENTS

1. That it ☐ is, ☒ is not, a small business concern. If he is a small business concern and is not the manufacturer of the supplies to be furnished hereunder, he also represents that all such supplies ☐ will, ☐ will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. (A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration.) (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed definitions and related procedures.)
2. That it is a ☐ REGULAR DEALER IN, ☐ MANUFACTURER OF, the supplies covered by this contract
3. That it is an ☐ INDIVIDUAL, ☐ STATE OR LOCAL AGENCY, ☐ PARTNERSHIP, ☐ JOINT VENTURE, ☒ NON-PROFIT, ☐ EDUCATIONAL INSTITUTION, ☒ CORPORATION organized and existing under the laws of the state of Missouri.

The Contractor agrees to furnish and deliver all supplies and perform all the services set forth in the attached Special Provisions, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the Special Provisions and the General Provisions. To the extent of any inconsistency between the Special Provisions or the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Special Provisions and the General Provisions shall control. To the extent of any inconsistency between the Special Provisions and the General Provisions, the Special Provisions shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year last specified below.

United States Jaycees ~~Foundation~~ NAME OF CONTRACTOR	UNITED STATES OF AMERICA
BY Raymond W Roper SIGNATURE OF AUTHORIZED INDIVIDUAL	BY SIGNATURE OF CONTRACTING OFFICER
Raymond W. Roper TYPED NAME	David K. Rowe TYPED NAME
TITLE Executive Vice President	NOV 27 1973 DATE
U. S. Jaycees DATE	DUPLICATE ORIGINAL
November 21, 1973	

NEW-884 (7/70)

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THIS CONTRACT CONSISTS OF:

1. COVER PAGE HEW-554

2. SPECIAL PROVISIONS HEW-556

ARTICLE I	Scope of Work
ARTICLE II	Delivery Schedule
ARTICLE III	Compensation
ARTICLE IV	Negotiated Overhead Rates
ARTICLE V	Project Officer
ARTICLE VI	Project Director
ARTICLE VII	Property Administrator
ARTICLE VIII	Office Equipment
ARTICLE IX	Government Property
ARTICLE X	Review and Approval
ARTICLE XI	Consultant Services
ARTICLE XII	Alterations

3. GENERAL PROVISIONS, HEW FORM 315-A (REV. 12/72) NEGOTIATED

Cost Reimbursement Type Contract with Non-Profit Institutions other than Education Institutions.

ARTICLE I, Scope of Work

A. The contractor will develop the program and conduct a three day training seminar devoted to selected national health problems. This training program will provide particpants with a broad basic understanding of venereal disease control methodology including the techniques of organizing community resources and talents to focus on specific health problems. It will emphasize the necessity for coordinating activities with and working through official health agencies.

B. The contractor will be responsible for coordinating participation in the seminar. Specifically the contractor will perform the following functions:

1. The contractor will select 113 of its members consisting of 51 State Representatives, 50 Metropolitan Representatives, and 12 other members that are working in the Venereal Disease Program. All costs of attendance by contractor representatives will be paid by the contractor.

2. The contractor will notify official health agencies (especially State health agencies) of the proposed seminar and its format. The contractor will advise the agencies of the cost to attend the seminar which will include meals and lodgings. The contractor will not pay any cost of attendance for representatives of official health agencies.

3. The contractor shall notify other national service organizations of the proposed seminar and its format. The contractor shall advise these organizations that request for financial assistance to attend the seminar should be directed to the Project Officer specified in this contract.

C. The contractor will maintain a project staff responsible for assisting regional, state, and local areas in organizing community resources and talents and in the preparation and implementation of action plans directed at specifically identified area preventive health problems. Further, this staff will be responsible for the evaluation of individual action plans and their activity components.

ARTICLE II, Delivery Schedule

The contractor shall submit to the Project Officer the following items in the quantities and during the time periods listed.

Item	Description	Copies	Delivery
1	Proposed program for seminar and list of participants	1	2 months prior to seminar date
2	Final program for training seminar	1	1 month prior to seminar date
3	Training seminar including development of individual area action plans		Within 4 months of beginning of contract period
4	Evaluation of training seminar	1	Within 1 month following seminar
5	Progress report on effects of training seminar including evaluation of individual action plans and their activity components	1	On or before expiration date of contract

ARTICLE III, Compensation

A. The total cost to the Government for the performance of this contract shall not exceed NINETY NINE THOUSAND NINE HUNDRED TWENTY THREE AND NO/100 DOLLARS ($99,923.00), and the Contractor agrees to exert its best efforts to complete the performance of all work described under Article I within the total cost as set forth herein, subject to the clause of the General Provisions entitled "Limitation of Cost."

B. For the performance of this contract, the Government shall reimburse the Contractor the cost (hereinafter referred to as "Allowable Cost") determined by the Contracting Officer to be allowable in accordance with the clause of the General Provisions entitled "Payment", and included in but not limited to the following:

1. All direct materials and supplies which are used in the performance of the work provided for under the contract, including those purchased for stock and subsequently issued for the contract and those acquired under subcontracts and purchase orders.

2. All direct labor, including supervisory, which is properly chargeable directly to the contract and actual cost of fringe benefits.

3. All other items of cost budgeted for and accepted in the negotiation of this basic contract or modifications thereto.

4. Special expenditures which, upon request from the Contractor, the Contracting Officer approves as being an allowable cost under this contract.

5. All travel costs plus per diem or actual subsistence for personnel while in an actual travel status in direct performance of the work and services required under this contract will be in accordance with the Contractor's policy and subject to the following:

a. Air travel by most direct route using "air coach" or "air tourist" (less than first class) unless it is clearly unreasonable or impractical (i.e., not available for reasons other than avoidable delay in making reservations, would require circuitous routing or entail additional expense offsetting the savings on fare, or would not make necessary connections).

b. Cost of rail travel by most direct route, first class with lower berth or nearest equivalent.

c. Reimbursement for actual cost of subsistence not to exceed $36.00 per diem.

C. Notwithstanding any provision to the contrary, the Contractor shall not incur costs unless the prior written authorization of the Contracting Officer has been obtained as required herein. Incurrence with the intent of claiming reimbursement as direct costs shall therefore be at the Contractor's own risk, when without such prior authorization.

ARTICLE IV, Negotiated Overhead Rates

A. Notwithstanding the provisions of the clause entitled "Allowable Cost", the allowable indirect costs under this contract shall be obtained by applying negotiated overhead rates to bases agreed upon by the parties, as specified below:

B. Pending establishment of final overhead rates for any period, the Contractor shall be reimbursed for allowable indirect cost at the following rate:

Period	Rate	Type	Base	Location
Effective from date of award of contract	36%	Provisional	*	All

* The base shall be total direct cost less items of equipment, alterations and renovations

Comptroller Office
MR. Rose

ARTICLE V, Project Officer

Mr. Billy J. Doyle, Center for Disease Control, Atlanta, Georgia, is hereby designated as the Project Officer for this contract. The Project Officer or his authorized representative is responsible for guiding the technical aspects of the project and general supervision of the work performed. The Project Officer shall not make any commitments or authorize any changes which affect the contract price, terms or conditions; any such changes shall be referred to the Contracting Officer for action.

ARTICLE VI, Project Director

Work and services will be conducted under the direction of Mr. James A. Nielsen. The Government reserves the right to approve any successor to Mr. Nielsen.

ARTICLE VII, Property Administrator

Mr. Ruben H. Meuleners, Center for Disease Control, Atlanta, Georgia, is hereby designated as the Property Administrator for this contract. The Contractor agrees to furnish information regarding Government property under this contract to the Property Administrator in the manner and to the extent required by the Property Administrator, his authorized representative, or their duly designated successors. The Contractor agrees to identify each item of equipment furnished by the Government to the Contractor or acquired by the Contractor with suitable decal, tag, or other marking as prescribed by the Property Administrator.

ARTICLE VIII, Office Equipment

Notwithstanding any other provision of this contract to the contrary, the Contractor shall not purchase or lease under this contract any items of office equipment, including office furniture or machines. Recovery of cost of such items shall be allowable only to the extent that they are properly includable in the indirect cost charged to this contract.

ARTICLE IX, Government Property

The Government reserves the right to supply the Contractor as Government furnished property, any supplies, equipment and materials determined by the Contracting Officer to be necessary and in the best interest of the Government in the performance of this contract, provided such Government property is furnished or the Contractor is notified of the Government's intent to furnish such property, prior to the Contractor's commitment therefor. Title to all property furnished by the Government hereunder shall vest in the Government.

ARTICLE X, Review and Approval

Educational and promotional materials being provided under Articles I and II, as training matter will be submitted to the Project Officer for review and approval prior to its utilization.

ARTICLE XI, Consultant Services

The Contractor agrees to determine whether or not any consultant to be utilized under this contract has in effect an agreement with the Federal Government for similar services and, if so, to advise the Contracting Officer accordingly.

ARTICLE XII, Alterations

The following alterations are hereby made to the General Provisions, HEW 315A, (Rev. 12/72):

A. Clause 1, Definitions, paragraph (c), is amended by changing the phrase "technical direction" to "monitoring".

B. Clause 22, Litigation and Claims, is amended by changing the phrase in the last sentence reading "...the Contractor shall be reimbursed or idemnified..." to "...the Contractor shall not be reimbursed or idemnified..."

C. Clause 41, Listing of Employment Openings, is deleted in its entirety and the attached Clause 41, Listing of Employment Openings, dated August 1973, is substituted therefor.

Clause 41 - Listing of Employment Openings

(This clause is applicable pursuant to 41 CFR 50-250 if this contract is for $2,500 or more.)

(a) The Contractor agrees, in order to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: Provided, That if this contract is for less than $10,000 or if it is with a State or local government the reports set forth in paragraphs (c) and (d) are not required.

(b) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. This listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in any statutes, Executive orders, or regulations regarding nondiscrimination in employment.

(c) The reports required by paragraph (a) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one establishment in a State, with the central office of the State employment service. Such reports shall indicate for each establishment (i) the number of individuals who were hired during the reporting period, (ii) the number of those hired who were disabled veterans, and (iii) the number of those hired who were nondisabled veterans of the Vietnam era. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made under this contract. The contractor shall maintain copies of the reports submitted until the expiration of 1 year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or of the Secretary of Labor.

(d) Whenever the contractor becomes contractually bound by the listing provisions of this clause, he shall advise the employment service system in each State wherein he has establishments of the name and location of each such establishment in the State. As long as the contractor is contractually bound to these provisions and has so advised the State employment system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(e) This clause does not apply to the listing of employment openings which occur and are filed outside of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(f) This clause does not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(g) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than $18,000 per year. The term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area of the establishment where the employment opening is to be filled, including the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's own organization (including any affiliates, subsidiaries, and parent companies), and includes any openings which the contractor proposes to fill from regularly established "recall" or "rehire" lists.

(4) "Openings which the contractor proposes to fill from union halls, which is part of the customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representative of his employees.

(5) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans Administration for a disability rated at 30 percentum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

(6) "Veteran of the Vietnam era" means a person (a) who (i) served on active duty with the Armed Forces for a period of more than 180 days, any part of which occurred after August 5, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after August 5, 1964, and (b) who was so discharged or released within the 48 months preceding his application for employment covered by this clause.

(h) If any disabled veteran or veteran of the Vietnam era believes that the contractor (or any first-tier subcontractor) has failed or refuses to comply with the provisions of this contract clause relating to giving special emphasis in employment to veterans, such veteran may file a complaint with the veterans' employment representative at a local State employment service office who will attempt to informally resolve the complaint and then refer the complaint with a report on the attempt to resolve the matter to the State office of the Veterans' Employment Service of the Department of Labor. Such complaint shall then be promptly referred through the Regional Manpower Administrator to the Secretary of Labor who shall investigate such complaint and shall take such action thereon as the facts and circumstances warrant consistent with the terms of this contract and the laws and regulations applicable thereto.

(i) The contractor agrees to place this clause (excluding this paragraph (i)) in any subcontract directly under this contract.

UNITED STATES JAYCEES VD ATTACK PROGRAM

BUDGET

PERSONNEL	911	$ 21,000 - Schedule A
CONSULTANT SERVICES	787 / 993	1,500 / 8,000 - ~~9,500~~ - Schedule A
STAFF TRAVEL	923	6,000 - Schedule A
SUPPORT MATERIALS		~~12,000~~ - Schedule B
NATIONAL SEMINAR (see schedule C)		~~24,973~~ - Schedule C
shown as → Housing & Meals - Nat Seminar	951	6,328
shown as → Transportation - Nat Seminar	953	~~24,973~~ 18,645
TOTAL DIRECT COSTS		$ 73,473
ADMINISTRATIVE CREDIT @ 36%	988	26,450
TOTAL		$ 99,923

UNITED STATES JAYCEES VD ATTACK PROGRAM

SCHEDULE A

Salaries		$ 21,000
Program Manager	$ 15,000	
Secretary	6,000	
Consultant Services		9,500
Washington Consulting Group	8,000 ✓	
Financial and Contract Auditor	1,500 ✓	
Staff Travel		6,000 ✓
TOTAL		$ 36,500

SUPPORT MATERIALS

SCHEDULE B

Newsletter	941	$ 4,000
Project Materials Development	942	~~2,500~~ 0
Support Materials (Kits)	~~947~~ 949 ~~944~~ 945	~~1,500~~ 1,000 500
Audio-visual Aids		
Postage	982	1,250
Miscellaneous	999	500
Research Materials (Does not include Support Materials)	~~975~~ 986 985	250
Telephone		2,000
TOTAL		$ 12,000

NATIONAL SEMINAR

SCHEDULE C

Transportation, 113 participants @ $ 165	$ 18,645.00
Lodging, 113 participants @ $ 14.00 per night	3,164.00
Dinner, 113 participants @ $ 8.00	904.00
Breakfast, 113 participants @ $ 3.50	395.50
Lunch, 113 participants @ $ 5.00	565.00
Dinner, 113 participants @ $ 8.00	904.00
Breakfast, 113 participants @ $ 3.50	395.50
TOTAL	$ 24,973.00

Public Health Service

NOTICE OF GRANT AWARDED

A-365

Under Authority of Federal Statutes and Regulations and Public Health Service Policy Statements applicable to:

[X] Research Grant [ ] Training Grant

[ ]

CFDA:

Grant Number: 2 R18 AA00165-02 Alcohol-

TOTAL PROJECT PERIOD: From 06/01/73 Through 05/31/75

GRANT PERIOD: From 06/01/73 Through 05/31/75

Title of Project or Area of Training

OPERATION THRESHOLD (ALCOHOL EDUCATION)

Grantee Institution

UNITED STATES JAYCEES
POST OFFICE BOX 7
TULSA, OKLAHOMA 74102

Principal Investigator or Program Director

DOLAN, JOSEPH B.A.
UNITED STATES JAYCEES
POST OFFICE BOX 7
TULSA, OKLAHOMA 74102

APPROVED BUDGET

FOR BUDGET PERIOD 06/01/73 Through 05/31/74

Personnel	$ 46,170
Consultant Services*	27,383
Equipment*	
Supplies	42,125
Travel – Domestic*	69,500
Travel – Foreign*	
Hospitalization*	
Outpatient Costs*	
Alterations and Renovations*	
Publication Costs*	
Other	142,147
Trainee Stipends*	
Trainee Tuition and Fees*	
Trainee Travel*	
TOTAL DIRECT COSTS →	$ 327,325

*Asterisks indicate limited or restricted budget categories

AWARD COMPUTATION

1. DIRECT COSTS	$ 327,325
2. INDIRECT COSTS (Calculated at 36%TDC rate)	$ 117,837
3. TOTAL	$ 445,162
4. Less Unobligated Balance from Prior Budget Period(s)	$
5. AMOUNT OF THIS AWARD →	$ 445,162

SUPPORT RECOMMENDED FOR REMAINDER OF PROJECT PERIOD
(Subject to the Availability of Funds)

Budget Period	Total Direct Costs
02	309,897

Accountability for equipment: [ ] conditionally waived [X] not waived

Remarks

Common Account Number: HSM503315 3-3960511 FY73

PHS Account No.: 778627

PHS List Number: NB-89-73

PHS Transaction Number: 02-0M2836

Payments on this grant will be made to:

DIRECTOR OF FINANCE
UNITED STATES JAYCEES FDN
POST OFFICE BOX 7
TULSA, OKLAHOMA 74102

Recommending National Advisory Council or Committee: NIAAA

Signature of PHS Official: Donald G. Phelps

DONALD G. PHELPS
DIRECTOR, DIVISION OF
PREVENTION, NIAAA

PHS 1333
REV. 11 69

DISTRIBUTION: [ ] Principal Investigator or Program Director [ ] Payee [ ] Public Relations Officer

A-566

Form Approved
Budget Bureau No. 68-R0249

SECTION I

DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE

GRANT APPLICATION CA

3-7-73

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TYPE	PROGRAM	NUMBER
1	R18	AA 01062-01
REVIEW GROUP: ASRC		FORMERLY:
COUNCIL (Month, Year): June 73		DATE RECEIVED: 3/9/73

TO BE COMPLETED BY PRINCIPAL INVESTIGATOR (Items 1 through 7 and 15A)

1. TITLE OF PROPOSAL (Do not exceed 53 typewriter spaces)
OPERATION THRESHOLD (Alcohol Education)

2. PRINCIPAL INVESTIGATOR

2A. NAME (Last, First, Initial)
Dolan, Joseph.

2B. TITLE OF POSITION
PROJECT MANAGER

2C. MAILING ADDRESS (Street, City, State, Zip Code)
UNITED STATES JAYCEES
POST OFFICE BOS 7
TULSA, OKLAHOMA 74102

2D. DEGREE: B.A.

2E. SOCIAL SECURITY NO.: 047-32-5546

2F. TELEPHONE DATA: Area Code 918 — TELEPHONE NUMBER AND EXTENSION: 584-2481

2G. DEPARTMENT, SERVICE, LABORATORY OR EQUIVALENT (See Instructions)
N/A

2H. MAJOR SUBDIVISION (See Instructions)
N/A

3. DATES OF ENTIRE PROPOSED PROJECT PERIOD (This application)
FROM: July 1, 1973 THROUGH: June 30, 1975

4. TOTAL DIRECT COSTS REQUESTED FOR PERIOD IN ITEM 3: $619,794.00

5. DIRECT COSTS REQUESTED FOR FIRST 12-MONTH PERIOD: $309,897.00

6. PERFORMANCE SITE(S) (See Instructions)
nationwide project with administration in Tulsa Oklahoma (see item 2C.)

7. Research Involving Human Subjects (See Instructions)
A. [X] NO B. [ ] YES Approved: ____ Date
C. [ ] YES – Pending Review

8. Inventions (Renewal Applicants Only - See Instructions)
A. [X] NO B. [ ] YES – Not previously reported
C. [ ] YES – Previously reported

TO BE COMPLETED BY RESPONSIBLE ADMINISTRATIVE AUTHORITY (Items 9 through 13 and 15B)

9. APPLICANT ORGANIZATION(S) (See Instructions)
UNITED STATES JAYCEES FOUNDATION
Post Office Box 7
Tulsa, Oklahoma 74102

IRS #73-6113776

1st Congressional District, Oklahoma

10. NAME, TITLE, AND TELEPHONE NUMBER OF OFFICIAL(S) SIGNING FOR APPLICANT ORGANIZATION(S)
Gary R. McNaught
Executive Director
United States Jaycees Foundation
Telephone Number (s) 202* 338-5703

11. TYPE OF ORGANIZATION (Check applicable item)
[ ] FEDERAL [ ] STATE [ ] LOCAL [X] OTHER (Specify)
non-profit Foundation

12. NAME, TITLE, ADDRESS, AND TELEPHONE NUMBER OF OFFICIAL IN BUSINESS OFFICE WHO SHOULD ALSO BE NOTIFIED IF AN AWARD IS MADE
Charles Cordis
Director of Finance
918-584-2481
Telephone Number

13. IDENTIFY ORGANIZATIONAL COMPONENT TO RECEIVE CREDIT FOR INSTITUTIONAL GRANT PURPOSES (See Instructions)

14. PHS ACCOUNT NUMBER (Enter if known)
MH23413-01

15. CERTIFICATION AND ACCEPTANCE. We, the undersigned, certify that the statements herein are true and complete to the best of our knowledge and accept, as to any grant awarded, the obligation to comply with Public Health Service terms and conditions in effect at the time of the award.

SIGNATURES (Signatures required on original copy only. Use ink, "Per" signatures not acceptable)		DATE
	A. SIGNATURE OF PERSON NAMED IN ITEM 2A	3/5/73
	B. SIGNATURE OF PERSON(S) NAMED IN ITEM 10	DATE 3/5/73

PHS-398
Rev. 3-70

SECTION 1

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE

RESEARCH OBJECTIVES

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PROJECT NUMBER

APPLICANT ORGANIZATION
U.S. JAYCEES FOUNDATION

BOX 7
TULSA 74102

NAME, OFFICIAL TITLE, AND DEPARTMENT OF ALL PROFESSIONAL PERSONNEL ENGAGED ON PROJECT
PRINCIPAL INVESTIGATOR

047-32-5546 - Project Investigator
---------- Project Assistant Investigator
---------- Secretary
---------- Clerk Typist

TITLE
OPERATION THRESHOLD (Alcohol Education) (RG)

ABSTRACT YOUR PROPOSED RESEARCH. OUTLINE OBJECTIVES AND METHODS. UNDERSCORE THE KEY WORDS IN YOUR ABSTRACT.

This seeks second year support for OPERATION THRESHOLD, THE JAYCEES ALCOHOL EDUCATION PROGRAM. The objective is the stimulation of the development of broad-based citizen participation in the prevention and resolution of community alcohol abuse problems, with emphasis on prevention rather than treatment. The educational program will emphasize responsible drinking among adults and a special program aimed at young people. To a lesser extent, the program will deal with a Medical School curriculum for prospective physicians and professionals, the American Hospital Association Alcohol Training Program, the Uniform Alcoholism and Intoxication Treatment Act, a Family Life Development Program. The method is cooperation, that is, the cooperative action among Jaycees, NIAAA, and other public and private organizations will produce results greater than the sum of the alcohol education programs carried out independently in the past. Follow up support will come from the Jaycees, in cooperation with and in conjunction with NIAAA's affiliates. The approaches for the new year are:

- National Seminar to train state Jaycees on the program concept
- Development and distribution of materials, including training
- Publication of newsletters, and resource directories
- Establishment of mini-grant program for state and local Jaycee chapters to stimulate action
- Provision of assistance to local chapters from National staff, regional consultants, and NIAAA
- Regional seminars for training and evaluation
- Development of system of information from local and state chapters.

SECTION II – PRIVILEGED COMMUNICATION

DETAILED BUDGET FOR FIRST 12-MONTH PERIOD

FROM: July 1, 1973 THROUGH: June 30, 1974

DESCRIPTION (Itemize)		TIME OR EFFORT DEVOTED	AMOUNT REQUESTED (Omit cents)		
PERSONNEL			SALARY	FRINGE BENEFITS	TOTAL
NAME	TITLE OF POSITION				
Joseph Dolan	PRINCIPAL INVESTIGATOR	100	$16,000	1,523	$17,523
- - - - -	Ass't. Investigator	100	8,500	1,164	9,664
- - - - -	Secretary	100	6,500	857	7,357
- - - - -	Clerk-Typist	100	5,000	753	5,753

SECTION II – PRIVILEGED COMMUNICATION

BUDGET ESTIMATES FOR ALL YEARS OF SUPPORT REQUESTED FROM PUBLIC HEALTH SERVICE
DIRECT COSTS ONLY (Omit Cents)

DESCRIPTION	1ST PERIOD (SAME AS DETAILED BUDGET)	ADDITIONAL YEARS SUPPORT REQUESTED (This application only) 2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR	6TH YEAR	7TH YEAR
PERSONNEL COSTS	$ 40,297	$ 40,297					
CONSULTANT COSTS (Include fees, travel, etc.)	24,000	24,000					
EQUIPMENT	--------	--------					
SUPPLIES	33,700	33,700					
TRAVEL DOMESTIC	70,000	70,000					
TRAVEL FOREIGN							
PATIENT COSTS	-------	-------					
ALTERATIONS AND RENOVATIONS	-------	-------					
OTHER EXPENSES	141,900	141,900					
TOTAL DIRECT COSTS	309,897	309,897					
TOTAL FOR ENTIRE PROPOSED PROJECT PERIOD (Enter on Page 1, Item 4) →					$ 619,794		

REMARKS: *Justify all costs for the first year for which the need may not be obvious. For future years, justify equipment costs, as well as any significant increases in any other category. If a recurring annual increase in personnel costs is requested, give percentage. (Use continuation page if needed.)*

BACKGROUND

In 1965, the United States Junior Chamber of Commerce officially changed its name to United States Jaycees, thereby underscoring that the organization was not tied solely to the interests of business... eventhough the free enterprise system is a cornerstone of the organization. The Jaycees were no longer just interested in building and painting park benches for their communities; they began to take a look at the people who sat on the benches. Since 1965, Jaycees have taken a new direction toward social action and have involved themselves in all the major problem areas that face our country, such as crime, drugs, venereal disease, the disadvantaged, family life, juveniles. In 1967, with the support of the National Institute of Mental Health, the Jaycees undertook a four year nationwide program in Mental Health/Mental Retardation. Through voluntary effort, more than $47 million was generated for programs around the country and even this year, without outside sponsorship or national program guidance, over $1 million was contributed to scholarships, summer camps, and recreational programs in the field of Mental Health/ Mental Retardation.

A natural evolution from this program was the 1972 decision by the Jaycees Executive Board of Directors to enter the area of alcohol education. Application was made to the National Institute of Mental Health and from this came OPERATION THRESHOLD, a cooperative program between the United States Jaycees and the National Institute on Alcohol Abuse and Alcoholism. Its thrust in the first year was mainly internal; that is, wide spread education of the Jaycee membership about the need for local and state programming in the area of responsible drinking education. Together with this emphasis came the parallel obligation to inform alcohol education program personnel around the country about the Jaycee organization and its capability to act as a catalyst for cooperative efforts between experts in the field of alcohol and voluntary manpower at the state and local levels.

In narrative form by section, the following proposal briefly describes the accomplishments of this first year and proposes objectives and goals for the 1973-74 THRESHOLD program.

1972-73 PROGRAM ACCOMPLISHMENTS

I. Publications:

Early in the project year, some 500 letters were mailed to state alcohol authorities, alcohol schools, alcohol educators, Alcohol and Drug Problems Association and National Council on Alcoholism affiliate and associate members, other national organizations and film companies requesting publications and materials that might be used by the Jaycees in their alcohol education program on responsible drinking. One small flyer from the State of Massachusetts Alcoholism Division appeared on the subject. A vast majority of the incoming information was oriented toward treatment and rehabilitation. It was apparent that the Jaycees, with the advice of NIAAA, would have to develop publications and materials specifically aimed at supporting THRESHOLD's responsible drinking education program. As a result, the following is now

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available from Jaycees National Headquarters:

A. "The Booze Package" is a "how to" program guide for state and local chapters. (see supplements) This guide was recently cited in the January, 1973 issue of Alcoholism and Alcohol Education as well as the first issue of the National Drug Reporter, the official newsletter of the National Coordinating Council on Drug Prevention.

B. Fact Sheets: There are four extensive fact sheets now available. One unique feature of these is the reference by source and page of each quote, statistic, and statement in the content. Fact Sheet #3 "Statistics" has been in great demand no only by Jaycees but by other national organizations.

C. FUTURE Magazine: This is a monthly magazine of the United States Jaycees which is made available to each of the 325,000 members. The entire December, 1972 issue was devoted to alcohol (see supplements). This issue also contains a special article by Dr. Morris E. Chafetz about alcohol abuse prevention.

D. "Cheers" is the OPERATION THRESHOLD alcohol education newsletter which is published monthly for general distribution. The first issue was designed to show Jaycees' interest in alcohol education and the support of the Jaycee official leadership.

E. Posters: Three posters were developed to promote the program at the state and local levels. These have had a remarkable impact on getting Jaycees excited about THRESHOLD. Their art work was considered impressive enough to be entered recently in the Tulsa Art Exhibition.

It should be noted that the program materials have been designed to turn on a young men's volunteer civic group, the Jaycees. The materials are colorful and the contents catchy and jazzy. This type of material is quite essential to our efforts.

II. National Coordinating Council:

The National Coordinating Council of Operation THRESHOLD is comprised of Jaycees who work in the field of alcohol and of representatives from such national organizations as Alcoholics Anonymous (an observer); the Alcohol and Drug Problems Association of North America; the National Council on Alcoholism; and the National Institute on Alcohol Abuse and Alcoholism (NIAAA). The media, medical community, and civic organizations are also part of the Council.

This year there have been two meetings of the Council: one in October and one in February. The first meeting was given over mainly to brainstorming and the second to review and recommendations of the program's progress to date and also to advise on the local and state seed grants available under the THRESHOLD contract with NIMH.

The National Coordinating Council has been a reservoir of ideas and contacts for the overall program. It is perhaps the first time that representatives from the volunteer private sector have worked on a regular basis with government personnel in this field. This may lend itself as a model, of sorts, and prove valuable outside the particular program area under operation.

III. Alcohol Education - A Jaycee Program Emphasis:

From the results of the THRESHOLD program over its first six months, the United States Jaycees Executive Board of Directors during the second week in February, 1973, unanimously approved THRESHOLD as a major emphasis program for the Jaycees in 1973-74. This special status gives the program high priority and additional visibility with local and state Jaycee organizations.

It should be mentioned that there was not one dissenting vote among the Board. Other program areas such as the environment, venereal disease, and the criminal justice system, all experienced some reluctance on the part of the Board as to priority. The Executive Board, made up of the 50 State Jaycee Presidents, the key National officers, and the 11 National Vice Presidents, sets all policy for the United States Jaycees and its approval is essential for nationwide support of any programming area.

IV. Resolutions:

Two resolutions have been composed for United States Jaycees official endorsement: One on Responsible Drinking and one on the Uniform Alcoholism and Intoxication Treatment Act (see supplements). Both are presently up for final passage by the United States Jaycees Executive Board of Directors. If adopted, these resolutions will become official external policy of the Jaycees for three years.

Of particular interest to THRESHOLD's prevention efforts is the Responsible Drinking resolution. The principles and guidelines for responsible drinking are left up to the Jaycees project manager for development and promulgation. There are a number of ways this could be accomplished: 1). development of camera-ready ad print fillers in booklet form for newspapers, business and industry house organs, college newspapers, Jaycee publications and the like. These fillers would be based on the responsible drinking principles and guidelines suggested by experts in the field and packaged by THRESHOLD; 2). introducing responsible drinking principles and guidelines to Fortune's 500 and representatives of labor in letters written by the United States Jaycees President. These letters would also be sent to the public relations departments, medical directors, and personnel offices of both management and labor in order to gain across-the-board support for programs that work at finding solutions to the problem of alcohol and the employee; 3). integrating the responsible drinking guidelines and principles into public awareness campaigns; 4). sharing the guidelines and materials with other national organizations and magazines; 5). incorporating the program guidelines into other Jaycee programs such as "Family Life Development" and "Youth Impact" -- two areas where responsible drinking education have a natural tie-in.

V. National Alcohol Seminar:

The Jaycees National Alcohol Seminar was held in Washington, D.C. in December, 1972. Jaycees from most of the fifty states and 17 selected cities were in attendance. The seminar had extensive input from the National Institute on Alcohol Abuse and Alcoholism and participation from other national alcohol programs. A wide range of issues were covered, new program strategies were revealed, and innovative program ideas were promoted.

The Jaycees at the seminar became state and metropolitan alcohol chairmen for THRESHOLD and are responsible for promotion of the program by acting as catalysts for local programs that would be carried out in cooperation with local alcoholism resources.

VI. THRESHOLD Grant Program:

Operation THRESHOLD's National Coordinating Council suggested that a wide range of projects and activities be made available to Jaycees during the program's first year. This would allow the Jaycees to "get their feet wet," to realize the nature and scope of the alcohol problems in our society, and to permit as many chapters as possible, both urban and rural, to participate. THRESHOLD developed a two-pronged approach to get Jaycees actively involved in the program:

1. Internal Jaycee Alcohol Education Programs: These were conducted at local Jaycee meeting halls. Programs entitled "Speak Easy", "Forum", and "The Revealing Quiz" were developed to get Jaycees interested and curious about alcoholism and alcohol, to obtain their active support, to allow outside alcoholism resource people to participate, to make Jaycees sensitive to alcohol problems as well as knowledgeable, and finally to lead them to more extensive alcohol projects and programs in the community.

2. Mini-grant program: THRESHOLD provided for Jaycees to apply for small grants to carry out local projects. 203 applications were received and covered a wide range of proposed programs and activities. To date, these projects are still under review; nonetheless, some initial observations can be made on them. First, over half the grantees indicated other financial resources for the intended projects besides that provided by THRESHOLD. The figure might actually be higher and the final program report to NIAAA will cover the statistics. Second, Jaycees involved in the grants program have tied into local alcoholism resources. These include councils on alcoholism, state alcohol authorities, health departments, medical facilities, social agencies, and so forth. Third, (and here there is evidence that THRESHOLD still needs to do much work on educating the Jaycees themselves) Jaycees grant applications reflect a persistent belief that simply by pointing out the dangers of alcoholism and alcohol abuse, the public in general and specifically youth will stop using alcohol inappropriately. This approach by itself will be unproductive and THRESHOLD must work to

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overcome the blind spot in the Jaycee membership. Fourth, there is need now for THRESHOLD to provide guidelines for specific projects that seem to have the support of many of the local and state chapters.

Since not all the grants have been settled, we cannot provide a complete list of the program awards. Some of the programs, however, have been awarded and cover activities that could have far reaching affects: Kentucky has plans for a statewide education/prevention program; the state of Washington will hold a major workshop for alcoholic ex-offenders with 16 co-sponsors; Boston is establishing an alcoholism coordinating council; Nashville, Tennessee will undertake a program to reach the small business community; Wisconsin will use community opinion leaders in an alcoholism awareness program. Other projects encompass labor-management seminars, the Uniform Alcoholism and Intoxication Treatment Act, and the American Hospital Association's alcoholism training program.

VII. Involvement with State and Local Alcoholism Programs:

Since Jaycees themselves are not experts in the field of alcoholism and alcohol abuse, they must tie in with those who have the experience and knowledge in the field. THRESHOLD has taken steps to ensure cooperative action. When the grant applications were mailed last Fall, each had a listing of state alcohol authorities attached to it. The grant form specifically had a space to check regarding the local Jaycee project chairman's contract with his state alcohol authority.

2). Jaycees project personnel are working closely with the Alcohol and Drug Problems Association and the National Council on Alcoholism and with their affiliate and associate members. They have been notified of the Jaycee effort and their active support and cooperation has been solicited.

3). A listing of 36 local and state officials and organizations, which might lend the Jaycee chapter further professional guidance and support, was contained in the Appendix of the program guide, "The Booze Package."

4). The President of the Alcohol and Drug Problems Association attended the entire Jaycees National Alcohol Seminar last December. The new Executive Director of the National Council on Alcoholism addressed the statewide winter board meeting on the South Dakota Jaycees.

VIII. National Business and Industry Drug Abuse Workshop:

On April 2-4, 1973, the United States Jaycees are sponsoring a National Business and Industry Drug Abuse Workshop at Airlie Foundation Conference Center in Maryland. There will be special presentations by national leaders including representatives from the National Institute on Alcohol Abuse and Alcoholism. Invitations

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have been sent to Fortune's 500 and other pertinent business and industry organizations by United States Jaycees President, Sam Winer. Workshops and seminars will be conducted on alcohol abuse and alcoholism in relation to employees health, safety, welfare, and job performance.

IX. Three Special Publications to be Completed this Year:

Three first-class publications with first-rate art work, design, color and format are scheduled for completion this year. These publications might be considered modular since they can be easily integrated into other programs in the Jaycee organization. Their use will also be promoted in other national organizations.

Rapping about Drinking: How to conduct a discussion session about responsible drinking. Drinking is never advocated nor disapproved. It is a personal, private decision. Responsible drinking principles can be openly analyzed. It will allow individuals to assume responsibility for their own drinking behavior.

A Guide to Better Drinking: This positive and catchy title is really a pamphlet about responsible drinking guidelines. How to drink, if one so chooses, and yet stay out of trouble. "How to be a Responsible Host" may also be included in this publication.

Myths About Drinking: An informative, enlightening, pamphlet about drinking and alcohol.

1973-74 OPERATION THRESHOLD PROGRAM

As was mentioned, the 1972-73 program was devoted mainly to internal activities that awakened the Jaycee membership to the need for awareness of alcohol problems in our society and, subsequently, for action projects that sought to educate people on the need for responsible drinking. OPERATION THRESHOLD's second year program will begin merchandizing its education program with other organizations and will start moving the program activities beyond the Jaycee chapter into the community. The objective in the continuing program is responsible drinking education with a special program to reach young people. There will be, in addition, supplemental programs consisting of Medical School Programs for Jaycee physicians and professionals, the American Hospital Association's alcoholism training program, the Uniform Alcoholism and Intoxication Treatment Act, a Family Life Development program and, at all times, the continued solicitation of cooperation from other national organizations. To be continued are the National Coordinating Council meetings, seminars, the development of program kits and materials, and the "Cheers" newsletter. All project material will periodically be updated to reflect the new thinking of public and private groups working in alcoholism education. This updating is entitled "Project Up-grade" and will be included in the 1973-74 program. One new item requested in the second year is travel expenses for six regional Jaycee

coordinators for OPERATION THRESHOLD. These persons will be in addition to the volunteer state Jaycee alcohol chairmen. The first year has taught us that personal contact in reaching Jaycees and other organizations proves more beneficial than correspondence.

Permeating the program and its materials for 1973-74 are the following guidelines:

a. The Jaycee effort will have a multiplier effect. Using the potential contacts in our own 325,000 members in 6,400 communities, THRESHOLD will begin working with small businesses, labor unions, other national organizations, youth groups, Fortune's 500, insurance companies to activate prevention programs; collegians, and the clergy in order to expose them to responsible drinking principles and guidelines and hopefully to bring them into cooperative programs with Jaycees.

b. The Jaycee effort will involve as many local and state alcoholism programs as possible. These include state alcohol authorities, medical facilities, educational institutions, social-welfare agencies, and so forth.

c. The responsible drinking theme will be presented in the context of total responsible behavior, health, and welfare. Program materials will speak about life styles, value systems, problem solving techniques and basic living habits but without taking a moralistic or judgmental stand on the use or non-use of alcohol.

d. All programs and activities under the THRESHOLD umbrella will have active Jaycee participation. Jaycees are catalysts and they also have a strong sense of responsibility for their programs. Experience has taught us that where there is Jaycee participation (even in instances where the program is under the supervision of another group or organization), results will increase.

In a recent communication by President Nixon to the Chairman of his Committee on Health Education, the President emphasized the importance of all citizens being aware of steps they could take to safeguard their health, and, in fact, all citizens have a responsibility to do so. This statement succinctly describes the responsible drinking aim of OPERATION THRESHOLD.

Part of the 1973-74 THRESHOLD program will be a continuation and expansion of the seed grants to state and local chapters. The criteria for grants as finally determined by the National Coordinating Council in February include the following:

-- uniqueness of the project

-- capacity of the project to serve as a model for other chapters

-- impact on the community

-- effectiveness of the program to change public attitudes regarding alcohol

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-- youth involvement

-- cooperation with local and state alcoholism resources

This year the project will distribute $40,000 to state organizations and make available 200 local grants at up to $500 each.

I. Main Projects Under the 1973-74 THRESHOLD Program

A. Responsible Drinking:

Programming intent in this area has been partly covered under the previous sections on Resolutions and Three Special Publications. A packaged high powered public awareness kit will be developed for Jaycees use in 1973-74. This will include TV and radio public service announcements, news releases, posters, camera-ready magazine and newspaper fillers, and other vehicles to promote responsible drinking. These public service announcements will be personally delivered to radio and TV stations by Jaycees. Quite often the key to getting a public service announcement aired is personal discussion of the intent and content with the station's programming director. The public awareness kit will be developed by THRESHOLD in coordination with the National Institute on Alcohol Abuse and Alcoholism and will actually reinforce and parallel NIAAA's media efforts in alcohol abuse prevention. The responsible drinking theme with principles and guidelines will be oriented toward young people, adults, labor and management, Jaycee physicians and others in the community who could be either a target audience or a potential participant in the education program.

B. Youth Programs:

Prior to completion of the 1972-73 project year, special youth seminars will be undertaken to ascertain the best approaches in reaching this audience regarding alcohol education. These seminars will take in representative college students, inner-city minority and special target groups, and the affluent young. It is hoped that these meetings will provide valuable guidance in the development of effective and realistic projects and programs which can be carried out in the 1973-74 project year.

At present, THRESHOLD is in communication with such groups as the Boy Scouts of America and Boys Clubs (see supplements). The Jaycee project manager will continue to work with the officials of these organizations in order to bring about cooperative projects for young people.

The United States Jaycees Human Improvement and Youth Impact programs include special areas for ex-offenders and for the socially and culturally disadvantaged. The THRESHOLD personnel will integrate its concepts on responsible drinking for youth into the program materials and guidelines for these projects in 1973-74.

II. Supplementary Projects for 1973-74 THRESHOLD Program

1. Family Life Development: This Jaycees program will be

expanded extensively in 1973-74. It is a program designed for Jaycees and their families. A new aspect in the program will be attention to parent-child relations. The alcohol education program will be integrated into the program guidelines for Family Life.

2. Uniform Alcoholism and Intoxication Treatment Act: Jaycees will continue to make efforts toward passage of the Uniform Act in various states. Many Jaycee state organizations will conduct Jaycee Model Legislatures next year. This is one way to effectively gain the support and visibility the Act needs for passage. This year the Act was passed in the Connecticut and South Dakota Model Legislatures.

3. Hospital Training Program: The American Hospital Association has developed a packaged, two-day conference on alcoholism and the responsibilities of the general hospital and the community in the care, treatment, and follow-up support activities for alcoholics. Jaycees will begin programs to involve local hospital administrators in this program. A special feature in the hospital program is that it is open to the community.

4. Medical School Program for Jaycee Physicians and Professionals: There is dire need for trained medical school faculty members in the area of alcohol and drug abuse. This need can be met by a new program designed to develop expertise within medical school faculties in the field of narcotic addiction, drug abuse, and alcohol abuse. This new program is co-sponsored by Jaycees and the National Institute on Alcohol Abuse and Alcoholism. Jaycees will promote the program and thereby assist in bringing responsible and comprehensive treatment and rehabilitation resources to more Americans who use alcohol and other drugs as problem solvers.

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The 1973-74 project will continue its efforts to evaluate the program as it progresses and to create a smooth working feedback system of information from the field on which this evaluation can be based. THRESHOLD has developed evaluation reports which are sent to the field. These will be returned to national headquarters for compilation by the project manager. The state Jaycee alcohol chairman has a responsibility to maintain communication with local project chairmen and pass along information and evaluation to the project manager. The 1973-74 program will also use the 6 regional coordinators to assist in promotion and implementation of the reporting system.

As was the case in 1972-73, the project manager will submit special reports to the NIAAA contact official on the progress of the program. It is hoped that by the end of the 1973-74 project year, the flow of information from the field will be sufficient to begin monthly reports to NIAAA.

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The New York City Jaycees, Inc. v. United States Jaycees, Inc., S.D.N.Y. No. 74 Civ. 652 (June 13, 1974), Unreported Opinion

United States District Court
Southern District of New York

THE NEW YORK CITY JAYCEES, INC., Plaintiff, -against- UNITED STATES JAYCEES, INC. and NEW YORK STATE JAYCEES, INC., Defendants.	74 Civ. 652 (MIG)

GURFEIN, D.J.:

The New York City Jaycees, Inc. ("Local") sues to enjoin the United States Jaycees, Inc. ("National") and the New York State Jaycees, Inc. ("State") from revoking the charter of the plaintiff.

The plaintiff has a charter granted by the national body. The by-laws of National provide that active membership is limited to young men between the ages of 18 and 36 of good moral character. It has been interpreted to exclude otherwise qualified female applicants.

Local had the same by-law and the same interpretation. On May 18, 1971 a proposal

was made that the by-law be amended to strike the word "men" and to substitute the word "people." This was passed by the membership on May 31, 1973.1/

In June, some women paid their dues and were admitted to the local chapter, and in August the dues were remitted to National by Local. In October, National notified Local that the dues would not be accepted without written verification that all members were male. Thereafter National took the dues but listed the women as "associates."

On October 10, 1973 the plaintiff received a notice that it was in violation of the by-laws of the defendant National which prohibited active membership for women. The plaintiff was ordered to show cause at the Executive Board of Directors meeting on February 16, 1974 why the plaintiff's charter should not be revoked. On February 11, 1974 this Court issued a temporary restraining order to prevent revocation of the charter.

A motion was made for a preliminary injunction and adjourned by consent. In the meantime, National proceeded to revoke the

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1/ Before it amended its by-laws, Local was advised by the New York Attorney General that he would construe failure to do so as a violation of N.Y. Executive Law §296.6.

charter of Local but suspended the effectiveness of the revocation pending the determination of this action.2/

The defendant National moved to quash service of the summons and complaint upon the ground that the Court lacked jurisdiction over its person. Rule 12(b)(2), Fed. R. Civ. P. Decision on this motion was reserved.

An evidentiary hearing was held on April 9, 1974 on the motion for a preliminary injunction.

I

The Facts Found

The plaintiff is incorporated in New York; the defendant National3/ in Missouri. National's headquarters are located in Tulsa, Oklahoma.4/ National began in 1915 in St. Louis as the Young Men's Progressive Civic Association. In 1920 the organization became the Junior Chamber of Commerce. In 1965 it

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2/ Ex. B to Supplemental Warfield Affd.

3/ State is not an active defendant. When defendant is mentioned without further identification, it means National.

4/ Roper Tr. 47-48.

changed its name to the United States Jaycees, Inc. Currently there are 6,500 local chapters in each of the 50 states and the District of Columbia with membership lists running approximately 325,000 in number. There are additionally international affiliates in 82 countries.5/

Local was founded in 1926 under the name Young Men's Board of Trade. In 1948 it was granted a charter by National. Its name was changed in 1965 to New York City Jaycees, Inc. Local has a membership of 114. 6/

The by-laws of National require that Local's by-laws "not contain provisions contrary to [the] by-laws [of the United States Jaycees] or the Constitution of its existing state organizations . . ." Article IV By-Law 4-2. 7/

The National structure consists of a nineteen member executive committee and the presidents of all the states and District of Columbia. This Committee has the responsibility for formulating national policy and by-laws, adopting national programs and annual budgets. There is also a paid staff at the

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5/ Zirk Affd.
6/ Warfield Tr. 14
7/ Roper Affd. 2/27/74 p. 2

national level.8/

National provides services to State organizations and local chapters.9/ Although at one time its purpose was to promote the business interests of its members, in recent years it has broadened its membership, and its program emphasis is on community services. By the defendant's statement it is involved in programs for low cost housing, prevention of child abuse, convict rehabilitation, transportation for the elderly, control of the environment and many other civic activities. The plaintiff alleges, and I so find, that membership in the Jaycees is also still linked to advancement in the business community.

National is affiliated with the United Jaycees Foundation ("the Foundation") which is governed by a self-perpetuating board of seven Trustees. The original trustees at the time of formation of the trust were three in number and they were officers of the defendant. The Board reports annually to National's Board.

The fiscal year ended July 1, 1973 was the first year National received any federal

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8/ Roper Tr. 45.
9/ Roper Tr. 49.

funds. The budget for the year ending July 1, 1974 totals $3,639,000 of which $1,143,000 or 31.4% comes from funds supplied by the Federal Government. Of that amount, $545,085 is received by National directly from the Federal Government, the remaining federal funds coming through the Foundation. $1,200,000 comes from membership dues which are transmitted by mail to National by the State chapters after they have collected them from the locals. The part of the budget not derived from federal funds and dues comes for contributions by corporations and foundations, and the sale of supplies.

The specific federal grants and contracts break down as follows:

(a) National itself is a party to two federal contracts: (1) For the control of venereal disease which was entered into with the Department of Health, Education and Welfare ("HEW") in the amount of $99,923;10/ and (2) for prevention of alcohol abuse, entered into with HEW for $445,162.11/ Of the latter amount $140,000 is given for "seed" grants to local chapters and state organizations. In 1972-73, the New York State Chapter was awarded a seed grant of $500; and the Greater Pawling Local

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10/ Ex. D.
11/ Ex. E.

received $50.12/

(b) The Foundation is a party to three federal contracts or grants: (1) A $594,000 grant for Project Mainstream, awarded by the Office of Economic Opportunity ("O.E.O.")13/ (2) $21,500 for environmental education, funded to the extent of 19% of the total by HEW;14/ and (3) $325,363 from the Criminal Justice Program which is financed by the Manpower Administration of the Department of Labor. 15/

Project Mainstream is the largest single grant. The purpose of Project Mainstream is to develop successful self-help programs by community action agencies at the local level, 16/ dealing with economic development, community relations housing, elderly assistance, recreation and the like.17/ The New York

12/ Ex. E to Warfield Affd. Outlining Binding.
13/ Ex. A
14/ Ex. B.
15/ Ex. C
16/ Ex. 4
17/ Project Mainstream stems from 42 USC §2769c(c) which reads: "Programs approved under this part shall, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancements."

City part of the project is for recreation in East Harlem and federal funds are used for administrative support, rent and the provision of coaches and referees. O.E.O. made the grant conditional upon acceptance of a condition barring sex discrimination.

Of the total received by the Foundation under the Mainstream project, $152,465 goes to National, and $196,535 is paid to a consulting organization known as Together, Inc. The remaining $225,000 is earmarked for "seed" grants for local organizations. The plaintiff Local has received a grant of $4,500 under this program, one-half of which has already been paid. Project Mainstream funds are available only to Jaycee Chapters in partnership with a community action agency.18/

The Foundation has also solicited Local's involvement in another federally funded program called Project Uplift. Uplift was granted $650,000 from the O.E.O. to sponsor self-help programs.19/

Together, Inc. has its consulting arrangement with the Foundation.20/ It coordinates

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18/ Washington, member of the National Coordinating Council of Project Mainstream, Tr. 24-25.

19/ Exh. A to Warfield Affd. Outlining Funding.

20/ Ex. 5.

and supervises Project Mainstream, and renders periodic reports to the Government, National and the Foundation. 21/ Its National Advisory Council selects local Jaycee Chapters and community action agencies for awards of seed grants. 22/ Four of the sixteen members of the Council are selected by National. Four of the sixteen members represent U.S. Government Departments and Agencies. 23/

The Criminal Justice Program relates to the rehabilitation of former prisoners. The other projects are explained by their names. In addition to the earmarked community programs, National's budget is used to sponsor internal leadership programs and chapter development programs.

National is a tax-exempt organization.

National maintains no offices in New York. Its officers visit New York periodically, two or three times a year, at the Local's invitation. National has a Regional Staff Officer located in Malboro, Massachusetts, who comes to New York up to ten times a year. 24/

21/ Washington Tr. 32-36.
22/ Washington Tr. 24-25.
23/ Pl. Ex. 3.
24/ Roper Tr. at 79.

II

Jurisdiction over the Person

National has moved to quash the service of process on the ground of lack of jurisdiction over the person. Fed. R. Civ. P. 12(b)(2). Local asserts in personam jurisdiction under N.Y.C.P.L.R. §301 and under New York's long arm statute N.Y.C.P.L.R. §302, prescribed by Fed. R. Civ. P. 4(e). See Gelfand v. Tanner Motor Tours, Ltd., 339 F.2d 317 (2 Cir. 1964).

N.Y.C.P.L.R. §301. This provision preserves to New York courts "such jurisdiction over persons . . . as might have been exercised heretofore." Prior to its enactment, foreign corporations were held subject to personal jurisdiction only if they were found to be "doing business" in New York. Tauza v. Susquehanna Coal Co., 220 N.Y. 259 (1917). New York continues to adhere to the traditional "doing business" test for jurisdiction over foreign corporations when the cause of action does not arise out of acts done in New York. W. Lowenthal Co. Inc. v. Colonial Woolen Mills, Inc., 38 A.D.2d 775 (3d Dept. 1972).

The pertinent facts have already been related. Together, they constitute "doing business" in New York under existing authority.

In B.K. Bruce Lodge, Inc. v. Sub-committee of Management of the Grand Order of Odd Fellows in America, 208 App. Div. 100 (1st Dept. 1924), the Court held that a fraternal benefit corporation which "enforces its policies, decrees and orders incidental to its management, and collects dues through the instrumentality of the defendant District Grant Lodge No. 2" is "doing business within the State of New York."

Judge Botein in People v. Jewish Consumptives' Relief Society, 196 Misc. 579, 581 (Sup. Ct. N.Y. Co. 1949), reaffirmed the validity of the Bruce Lodge holding. He noted that "Numerous cases have pinpricked the areas of 'doing business' as applied to stock corporations engaged in commerce. The relatively few cases relating to nonprofit membership corporations do not delineate similar areas in such detail. But the common denominator for the 'business' of both types of corporation would seem to be the statutory definition, namely 'the activities for which the corporation shall have been organized.' And on that basis most of the norms prescribed for doing business by commercial corporations appear to apply with equal validity to nonprofit corporations." There, the Attorney General had sought to enjoin the Colorado based Relief Society from soliciting funds in New York. Judge Botein wrote, "Clearly the extensive local activities of the defendant assume the

share of doing business in this State." (Id.). National receives dues from the New York Chapter and solicits participation on projects such as Mainstream with the New York Chapter.25/ It awards "seed" subgrants for its projects to combat alcoholism for execution by the New York Chapter. It enforces its membership policies and decrees incidental to its management to insure that no women can join. And these activities have been carried on with continuity over at least the past 20 years. See Doherty v. Moreschi, 187 Misc. 175, 177 (Sup. Ct. N.Y. Co. 1946). ("The defendant International Union is engaged in business within this state. . . . Although not primarily organized for profit, the International carries on, within this state, with reasonable continuity, the activities which it was organized to perform.") To paraphrase, Frummar v. Hilton Hotels International, Inc., 19 N.Y. 2d 533, 537 (1967), the "pivotal question" is whether Local does all the business the National could do were

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25/ The officers of the National in their capacity as trustees for the Foundation have also solicited the Local's participation in Uplift.

the National here by its own officials. 26/

The motion to dismiss under Rule 12(b)(2) is denied.

III

Jurisdiction over the Subject Matter

The complaint alleges subject-matter jurisdiction under 28 U.S.C. §1343 and 42 U.S.C. §1981. It further alleges that the action arises under the Fifth and Fourteenth Amendments to the United States Constitution and bases jurisdiction on 28 U.S.C. §1331 and §1343, alleging the requisite jurisdictional amount. It also alleges jurisdiction under 42 U.S.C. §2000(d), 42 U.S.C. §1933 and under the N.Y. State Executive Law.

26/ An agency relationship, in another context, has been imputed between International and Local Unions when the Local's membership is controlled by the International. Allen v. International Alliance of Theatrical, Stage Employees and Moving Picture Machine Operators of the United States and Canada, 338 F.2d 309 (5 Cir. 1964).

Jurisdiction is sustained under 28 U.S.C. §1331, as "arising under" the Fifth Amendment, with a finding that the jurisdictional amount is properly alleged. Bell v. Hood, 327 U.S. 678 (1946).

42 U.S.C. §1981 does not apply to sex discrimination. It deals with persons who are denied rights afforded to "white citizens." See League of Academic Women v. Regents of University of California, 343 F. Supp. 636, 638 (N.D. Cal. 1972). 42 U.S.C. §2000(d) in terms bars discrimination but not on the basis of sex, see Joy v. Daniels, 479 F.2d 1236 (4 Cir. 1973).

Actions alleging sex discrimination where state action is concerned may be brought under 42 U.S.C. §1983. Brenden v. Independent School District 742, 342 F. Supp. 1224 (D. Minn. 1972), aff'd, 477 F.2d 1292 (8 Cir. 1973), but since the gravaman of the action here is against federal "governmental action" rather than "state action," jurisdiction may not be based on Section 1983. See District of Columbia v. Carter, 409 U.S. 418, 424-425 (1973).

IV

Preliminary Injunction

The defendant contends, by way of confession and avoidance, that women are allowed to become "associates," in the Jaycees; that women are involved in community action agencies which are partners in Project Mainstream; that they participate in other programs; that female beneficiaries are not discriminated against in the implementation of the grant; that there are women on the Council of Together, Inc; and so on.

No logical reason has been offered, however, why women cannot be full Jaycees members except that the male membership would like to keep it that way. Of course, if the Jaycees are a private organization which does not partake of "government action" and does not perform public functions, that may be its prerogative. 27/

27/ Subject to a possibly evolving doctrine based on tax exemption. See McGlotten v. Connally, 338 F. Supp. 443 (D.C. 1972); and see Jackson v. The Statler Foundation, ___ F.2d ___, Slip Op. No. 46, Sept. Term 1973 (2 Cir. April 5, 1974); but cf. Marker v. Shultz, 485 F.2d 1003 (D.C. Cir. 1973).

The issue is whether the Fifth Amendment applies to the internal membership policies of the Jaycees because of significant Government involvement.

The defendant maintains that there is not "significant Government involvement in the internal membership policies of the Jaycees" and that this commands dismissal of the complaint.

The plaintiff contends that the defendant is subject to constitutional limitations prohibiting discrimination and that it cannot lawfully exclude members or revoke the charters of chapters for failure to adhere to discriminatory policy solely on the basis of sex. The plaintiff relies on three factors: (1) the substantial amount of Government funds administered directly and indirectly by the Jaycees; (2) the quasi-governmental or public function of the organization; and (3) the tax-exempt status of the Jaycees.

The threshold issue is whether sex discrimination in the absence of a constitutional a amendment, may be a violation of the Fifth Amendment. The Supreme Court has decided that irrational discrimination solely on the basis of sex violates the constitutional guarantees of equal protection. Reed v. Reed, 404 U.S. 71 (1971); Frontiero v. Richardson, 411 U.S. 677 (1973). We may assume, therefore, that irrational discrimination on the basis of

sex is a violation of the Fifth Amendment if it is the result of action by the Federal Government -- "state action." 28/

The issue then is whether we can find in the decisions on what constitutes "state [government] action" a key that will solve our problem.

We know that the mere receipt of government funds is not enough to make the action of the grantee "state action." Wahba v. New York University, ____F.2d____ Slip Op. No. 353, Sept. Term 1973 (2 Cir. Feb. 11, 1974). If the State (Federal Government) is a "joint participant" in the challenged activity, that may suffice. Burton v. Wilmington Parking Authority, 365 U.S. 715, 725 (1961). But the existence of a mere regulatory scheme standing alone may not be sufficient if the actor is essentially a private organization. Moose Lodge No. 107 v. Irvis, 407 U.S. 163 (1972). Yet when the state moves in to regulate the challenged activity

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28/ Though the specific action may be by the federal government rather than by a state, common usage refers to it as "state action." See McGlotten v. Connally, supra, 338 F. Supp. at 455 n. 31; Jackson v. The Statler Foundation, supra, ____ F.2d ____, Slip Op. at 2746 n. 5.

the acts of even a private organization may become "state action." Male v. Crossroads Associates, 469 F.2d 616 (2 Cir. 1972). 29/

We have latterly come to recognize that cases involving racial discrimination are more likely to be found to involve "state action" than cases involving other claims of violation of due process or First Amendment right. See e.g., Wahba, supra, Slip Op. at 1702-03; Jackson v. The Statler Foundation, supra, ____ F.2d at ____, Slip Op. at 2762. 30/

29/ Cf. Norwood v. Harrison, 413 U.S. 455, 463 (1973): "That the Constitution may compel toleration of private discrimination in some circumstances does not mean that it requires state support for such discrimination."

30/ We may conclude that this is the view of the Court of Appeals for the Second Circuit since Judges Moore and Anderson concurred with Judge Friendly in Wahba, supra, and Judges Mansfield and Oakes joined with Judge Smith in Jackson, supra. No judge of the Court has written to the contrary. Judge Mulligan expressed a similar view in Shirley v. State National Bank of Connecticut, ____ F.2d ____, Slip Op. No. 222, Sept. Term 1973 (February 14, 1974).

Whether the emphasis on racial discrimination lies in its historic context as the "prime target of the Fourteenth Amendment," see Coleman v. Wagner College, 429 F.2d 1120, 1127 (2 Cir. 1970 - Friendly, J., concurring), or whether it lies in current mores of anti-discrimination is not altogether clear, at least with any degree of unanimity. I prefer to think that the latter emphasis is at least equal to the former, if only as a sign of confidence in the ethos of this generation.

If that be arguably so, should we not gladly acknowledge that sex discrimination of an arbitrary character is as repugnant as race discrimination of a similar nature? I must concede that this approach is hardly a paradigm of logic, for the essence of state action viewed purely as an activity should hardly depend upon the character of its victims. Since we have accepted the illogic in the racial cases, however, we should accept it in the sex cases as well. We may, accordingly, think of sex as a suspect class not only in the test of what is discrimination but in the tilting of the scale in what constitutes state action.

I find that the congeries of factors here involved make the action of the United

States Jaycees in attempting to revoke the charter of the New York City Chapter "state action" and subject to the jurisdiction of the federal courts.

It is true that one cannot point to a single action of the federal government as the inducing cause of the revocation of the plaintiff's charter. But to paraphrase the language of the Supreme Court in Burton, "in its [contract with U.S. Jaycees] the [Government] could have affirmately required [the Jaycees] to discharge the responsibilities under the [Fifth] Amendment imposed upon the private enterprise as a consequence of state participation. But no State [federal government] may effectively abdicate its responsibilities by either ignoring them or by merely failing to discharge them whatever the motive may be." 365 U.S. at 725.

I think here the federal government "has so far insinuated itself into a position of interdependence with [National] that it must be recognized as a joint participant in the challenged activity, which on that account, cannot be considered to have been so 'purely private' as to fall without the scope of the Fourteenth [Fifth] Amendment." Id.

"Only by sifting facts and weighing circumstances can the nonobvious involvement of the State in private conduct be attribu-

ted its true significance." Burton, supra, 365 U.S. at 722.

"[T]he framework of the peculiar facts or circumstances present," 365 U.S. at 726, are:

> The Jaycees have changed in recent years from an organization largely devoted to advancement of the personal interest of its members in the business world to an organization largely devoted to good deeds. The U.S. Jaycees' literature emphasizes the role of the local chapters like the plaintiff in these projects. Many of these good deeds are the kinds of activity generally thought of as public functions. A simple recitation makes that evident: control of alcohol abuse, control of venereal disease, economic development, housing and recreation and criminal rehabilitation. In all these areas the Government has admitted civic organizations to partnership in implementing goals set by Congress. The function remains essentially public. The chapters participate in that function, as the literature of National attests. 31/

31/ "Jaycess voluntary manpower and concern for his community makes this program (ex-offender rehabilitation) work." "Jaycees chapters have constructed or are in the process

The funding for these particular public activities is largely governmental. The organization which receives the funds (National or Foundation) is subject to control by an Advisory Council on which sit representatives of four departments of the National Government. " . . . even indirect governmental participation in the management of an organization is persuasive evidence of the existence of state action where that participation is both substantial and other than neutral." Jackson v. The Statler Foundation, supra, Slip Op. at 2761.

Whether the federal funds are awarded by contract or grant, the federal government can and has imposed conditions on the grantee. Thus the O.E.O. grant has a condition prohibiting sex discrimination. 32/ On the reasoning of Burton, by failing to enforce as a condition of the grant that the offending by-laws of National be nullified, the Federal Government would appear to the public to have approved discrimination based on sex in connection with the very activities

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of constructing over a quarter of a billion dollars in nonprofit housing." "Your chapter may develop . . . project ideas." "Each chapter should evaluate the needs of the young people in its community, then develop programs around those needs.

32/ Roper Tr. 65

funded in aid of the public function. "Encouragement of discrimination through the appearance of governmental approval may also be sufficient involvement to violate the Constitution." McGlotten v. Connally, supra, 333 F. Supp. at 458. 33/

The tax-exempt feature is only one other element to be considered. It is unnecessary, in view of the other elements that have led to the conclusion that "state action" is involved to rely upon the remand in Jackson v. The Statler Foundation, supra, as precedent for this decision. 34/

33/ The "s mbolic tie with the state" need not be a sheriff's badge or a public building. Powe v. Miles, 407 F.2d 73 at 83 (2 Cir. 1968). The general public knows that the government uses the Jaycees to do some of its work and that they do not permit women to become members.

34/ The defendant cites a recent opinion of the Court of Appeals of the Tenth Circuit, Junior Chamber of Commerce of Rochester, New York, et al. v. The United States Jaycees, ____F.2d____, Slip Op. No. 73-1560 in support of its position. In that case the claim was based largely on the tax-exempt status of the defendant, United States Jaycees. The plaintiffs sought injunctions

The testimony and exhibits establish the likelihood of irreparable injury to Local should the revocation be permitted to become effective. In addition to the obvious loss of prestige by loss of affiliation, it also appears likely that there will be loss of funds for Local to carry out both its internal leadership and management programs, and its community oriented programs. 35/

I find that the plaintiff has met its heavy burden of demonstrating a combination of probable success and possibility of irreparable injury. The balance of hardships also tips in its favor. Stark v. New York

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against government officials to prevent the making of grants for the use of the deprived and needy and to void the tax-exempt status of the United States Jaycees. Here the only relief sought is an injunction against the revocation of plaintiff's charter. To the extent that the opinion may be said to be a ruling on "state action," however, I note that the facts in that record are not clearly set forth. Moreover, if the record in the District Court in Oklahoma is substantially the same as that in this Court, then I must respectfully disagree with that part of the opinion.

35/ Warfield Tr. 9-12; Washington Tr. 37,40; Roper Tr. 66-67.

Stock Exchange, Inc., 466 F.2d 743, 744 (2 Cir. 1972).

The foregoing shall constitute findings of fact and conclusions of law pursuant to Fed. R. Civ. P. 52(a).

The motion to quash is denied. The motion for a preliminary injunction is granted.

It is so ordered.

June 13, 1974

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U.S.D.J.